



DEPARTMENT OF GENERAL SERVICES

SOLICITATION AMENDMENT #3

RFP #1001027

November 19, 2010

Isiah Leggett
County Executive

David E. Dise
Director

PAGE 1 OF 1 FOR THE PROCUREMENT OF:

Automated Traffic Enforcement, Collection and Violation Processing System

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT THE PROPOSAL.

DESCRIPTION OF AMENDMENT:

**THIS SOLICITATION DUE DATE AND TIME HAS BEEN CHANGED FROM
DECEMBER 1, 2010 AT 3:00PM TO DECEMBER 13, 2010 AT 3:00PM.**

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF PROPOSAL HAS BEEN CHANGED.

ISSUED BY:



David Dise, Director
Department of General Services

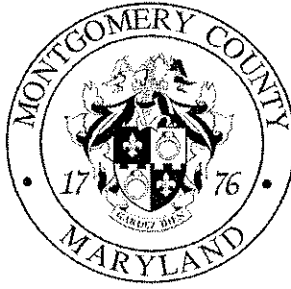
NAME OF OFFEROR: _____

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN OFFER: _____

OFFEROR'S SIGNATURE: _____ DATE: _____

McRae

Office of Procurement



SOLICITATION AMENDMENT # 2
RFP # 1001027

November 15, 2010

PAGE 1 OF 4 FOR THE PROCUREMENT OF:

Automated Traffic Enforcement, Collection and Violation Processing System

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. **FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.**

DESCRIPTION OF AMENDMENT:

1. Question submissions.

Additional questions regarding this RFP and the Pre-Bid Conference held November, 15th, must be submitted to the Office of Procurement (sarah.mcrae@montgomerycountymd.gov) or the Department of Police (richard.harrison@montgomerycountymd.gov) by Thursday November, 18th at 2:00pm.

2. Pre-Submission Attendees list (attached).

THERE ARE NO OTHER CHANGES

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. **THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFERS HAS NOT BEEN EXTENDED.**

ISSUED BY: _____

David E. Dise, CPPO, Director
Department of General Services

NAME OF OFFEROR: _____

(Type or Print)

NAME AND TITLE OF PERSON

AUTHORIZED TO SIGN: _____

(Type or Print)

OFFEROR'S SIGNATURE: _____

DATE: _____

MONTGOMERY COUNTY DEPARTMENT OF POLICE
AUTOMATED TRAFFIC ENFORCEMENT UNIT
R.F.P. REVIEW

COMPANY NAME	ADDRESS	REPRESENTATIVE NAME	E-MAIL ADDRESS	PHONE
ATS	9250 BENDIX RD COLUMBIA MD 21046	Dale Housman	Dale.Housman@ATSul.com	410 200 8386
Brekford	7020 Dorsey Rd Bldg C Hanover MD 21076	Rick Larson	R.Larson@brekford.com	540-270-6638
SMC Inc	PO BOX 30 Tracy's Landing MD 21229	Jason Thompson	jthompson@simcinc.biz	443-336-7376
REFLEX	201 HUMPHREY ST SWAMPSCOTT MA 01967	Peter McNERVEY	P.McNERVEY@REFLEX.COM	617-823-9997
CATSO USA	900 Cummings Center Suite 321 U	Mark Beard	M.Beard@CATSO.com	978 870 8275
Sensys America	80 SW 70th Miami, Florida	Brian Haskell	bhaskell@sensysamerica.com	401 368 1697
Optotraffic	4410 Lottsford Vista Rd	Mario Bohoruf	mario.bohoruf@optotraffic.com	301 552-6400

MONTGOMERY COUNTY DEPARTMENT OF POLICE
AUTOMATED TRAFFIC ENFORCEMENT UNIT
R.F.P. REVIEW

COMPANY NAME	ADDRESS	REPRESENTATIVE NAME	E-MAIL ADDRESS	PHONE
Opto-franc	4801 Forbes Blvd Lanham, MD 20646	Joe Marzani	Joe.marzani@sigmaspec.com	301-552-6010
ACS	12410 Milestone Dr Germanstown, MD 20834	Frank Harper	Frank.harp@eo-inc.com	202-437-0664
Ken Fator	555 Rockledge	Ken Fator		
KIDD	6856 Eastern Ave, New Windsor	Paul Kidd c. 20012	Mike Kidd - Kidd Entl. - Conn	202- 723-6600

NAME	DEPT
Alice Affi	Police
Biodun Ayo-Durojaiye	Police
MATTHEW ROSENSTOCK	FINANCE
THOMAS Mullen	Police
James Humphries	Police
Richard Hannised	Police
Sarah W. McRae	Procurement
MIKE KINNEY	DOT
Bob Rappoport	Rockville City Police
John Damskey	MCP
Joye Spira	Police
Bernadette Williams	Procurement
Robert Morrow	Police
JACK GIBALA	DGS - JBRCE
Chong Lee	Police
Robbi Young	Police



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

SOLICITATION AMENDMENT #1

RFP #1001027

November 3, 2010

David E. Dise
Director

PAGE 1 OF 2 FOR THE PROCUREMENT OF:

Automated Traffic Enforcement, Collection and Violation Processing System

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION (AS AMENDED) FOR RECEIPT OF OFFERS. YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT THE PROPOSAL.

DESCRIPTION OF AMENDMENT:

Change 1: On Page 59, the 1st paragraph, 1st sentence is modified to replace “four” with “two”, and the last line in this paragraph is amended to remove “for the purpose of acquiring maintenance for additional periods.” These changes clarify the contract term.

Replace Page 59 with Revised Page 59.

THE SOLICITATION PROVISION ENTITLED “SOLICITATION AMENDMENTS” IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF BIDS HAS NOT BEEN CHANGED.

ISSUED BY:

David E. Dise

David Dise, Director
Department of General Services

NAME OF OFFEROR: _____

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN OFFER: _____

OFFEROR'S SIGNATURE: _____ DATE: _____

McRae

Office of Procurement

of a notice to proceed and ends after a *two* (2) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term 3 times for 1 year each.

2. PRICE ADJUSTMENTS

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

1. PROCEDURES

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a.
- b. Interviews may be conducted with the three highest scoring Offerors based on the QSC's score for each written proposal. The interview criteria that will then be utilized are listed below under Section E.2.b.
- c. The QSC will also review an Offeror for responsibility. For any Offeror who employs a former County employee, compliance with Montg. Co. Code § 19A-13 must be shown, preferably through an opinion or waiver issued by the Ethics Commission. The failure to provide this information will be reviewed as part of the responsibility determination by the Department of General Services, Office of Procurement.
- d. The QSC members may at its option perform site visits to each of the three highest Offeror to evaluate their capabilities, within two weeks of selection.
- e. The QSC will make its award recommendation of the highest ranked Offeror based on the QSC's combined written and interview scores, and its responsibility determination, during the site visit;
- f. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- g. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- h. Upon approval of a recommended award to a proposed awardee, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director

Notice to Offerors

Request for Proposals

1001027

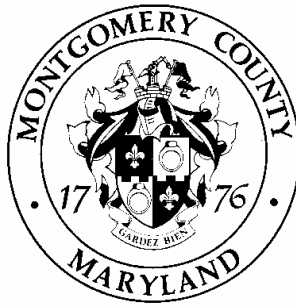
Automated Traffic Enforcement, Collection and Violation Processing System

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." . Also, the Wage Requirements law ("Living Wage") is available at the same website.



REQUEST FOR PROPOSALS

RFP# 1001027

Automated Traffic Enforcement, Collection and Violation Processing System

November 1, 2010

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One (1) original and seven (7) copies of your proposal must be submitted in a sealed envelope/package no later than 3:00PM on 12/01/2010 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference at 10:00AM - 12:00PM on November 15, 2010 at the Executive Office Building, 101 Monroe Street, Rockville, MD 20850, 9th Floor, Large Conference Room. **This conference will be recorded.**

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact Richard Harrison at (240) 773-6056.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Sarah W. McRae at (240) 777-9945.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
--	----------

or

This is a Construction Contract (See Attachment H):	
--	--

or

This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	
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David E. Dise, Director
Department of General Services

Revised 08/10

RFP # 1001027
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H.	Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor	H1

Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
 Montgomery College (MC)
 Montgomery County Public Schools (MCPS)
 Montgomery County Revenue Authority
 Montgomery County Housing Opportunities Commission (HOC)
 Washington Suburban Sanitary Commission (WSSC)
 Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

PAYMENT TERMS

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at:

www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and

(11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.
- (g) a restriction of a former County employee working or otherwise assisting any party, other than a County agency, in a case, contract, or other specific matter for 10 years after the last date the employee significantly participated in the matter as a public employee. Section 19A-13 (a)

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

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- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

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TABLE A. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract
 Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

PMMD-45. REVISED 04/01/10

SECTION C - SCOPE OF SERVICES

C.1 OVERVIEW

Montgomery County, Maryland and the Montgomery County Police Department, hereinafter called the “County”, intends to replace, upgrade, expand and merge its photo enforcement programs as a continuing effective method of improving highway and community safety. Currently, the County programs have forty (40) digital red-light camera sites, 56 active fixed speed camera sites and a total of 65 fixed speed camera sites, 10 portable units and 6 mobile systems. The County is in the process of expanding into License Plate Readers (LPR's) where systems will be installed in police cruisers throughout the jurisdiction as well as mounted on fixed locations. The average number of citable violations for speed is approximately 550,000 for a 12 month period and approximately 100,000 citable red light violations for the same period; this is for informational purposes only.

The County photo enforcement program operates under the Maryland Annotated Code, Transportation Article §21-202.1 (Red Light) and §21-809 (Speed). The Contractor must agree to conform with the current law and any future law changes at no cost to the County. The Contractor must agree to conform to any current regulation, form and format required by administrative agencies, such as the Maryland Motor Vehicle Administration, and all future changes to regulations, forms and formats at no cost to the County.

The County is seeking a Contractor to provide emerging technology to 1) increase the number of enforcement camera systems, 2) improve, replace, upgrade and expand the level of technology employed, 3) add digital video to red light enforcement camera systems, 4) combine the County's automated systems into one seamless and easy to use program, 5) provide systems that are accessible to authorized County employees via a web-based platform in both a mobile and office environment, 6) include license plate readers capable of real time or near real time detection and notification, and 7) provide programming, support and hardware for courtroom adjudication where still images and digital video will be submitted into evidence and displayed during courtroom proceedings.

The County is also seeking proposals from a qualified contractor capable of providing current and emerging technology that will work in concert with red light and speed fixed and vehicle-based systems, such as license plate readers (LPR) that can correctly identify license plates on vehicles that are wanted for law enforcement purposes. The Contractor's system must be capable of notifying law enforcement authorities in real-time or near-real time when alerts are detected so the appropriate action can be taken. Data and images would be transmitted to and stored on a Contractor supplied robust computer SQL database server. The systems shall be able to be monitored remotely by the County to ensure that each unit is working.

The project scope includes new digital camera systems capable of digital still and video photography for capturing and validating red light and speed violations, installation/conversion at all currently active existing digital red light and speed camera sites; installation of additional red light camera systems, speed camera systems and license plate reader systems.

Still digital photography will remain in use for the issuance of red light and speed violations; however, the County seeks to utilize accompanying video-based camera technology operating in a concurrent system for red light systems. The Contractor shall describe how it plans to implement this option.

The current system provides three (3) digital images from the cameras with the third being a close-up image of the tag. The Contractor identifies the registration number and state, and performs the initial review for violations. The Contractor will obtain address and owner information on all events which will be subjected to double-blind verification before forwarding to County employees for approval. Once reviewed and approved,

the Police Department employee's name and ID number are electronically inserted and the citations are printed and mailed the same day by the Contractor. Payments and correspondence are received and processed through Montgomery County's lockbox system and deposits are made daily into the County's designated bank account.

The County selects court dates and violators contesting citations are scheduled accordingly. The District Court currently allows as many as 150 cases per date provided by the courts. The District Court Building is currently located at 8552 Second Avenue, Silver Spring, Maryland 20910. Schedule notifications are mailed to customers by the Contractor, along with follow-up correspondence after court (fail to appear notices, fail to pay notices, etc.).

The County intends to enter into a contract with one Contractor to furnish a turnkey camera system capable of detecting and recording Red Light and Speed violations, LPR systems capable of real-time or near real time detection and reporting and a back office citation processing system as described in this Request for Proposals (RFP). The County intends to enter into contract with a single Contractor for services and equipment as outlined in this RFP to include automated red light and speed enforcement and other related LPR detection systems.

Written proposals will be evaluated to determine the top three highest rated submissions. The Offerors with the three highest rated written proposals will be invited to an oral/interview evaluation. Offerors must describe and/or demonstrate their equipment, systems, qualifications, duties and responsibilities of all personnel to be assigned to perform services described in this RFP to the Qualification and Selection Committee (QSC) panel at the panel's request. See Section E. Method of Award/Evaluation Criteria

A qualified Contractor is required to provide the following services:

- C.1.i A dedicated Program Manager for the Automated Traffic Enforcement Program, a dedicated maintenance supervisor, maintenance technicians, and an on-site analyst. **(See Proposal Submission q)**
- C.1.ii **Automated Red Light and Speed Enforcement Systems:** The County is seeking proposals from a qualified company for a Red Light and Speed Camera Enforcement System and for the conversion of its current systems and the installation of additional future sites using digital images and video technology in the case of red light enforcement. In Addition, the proposal will cover relocation of any combination up to twelve (12) enforcement sites per contract year. For the purpose of this RFP, a Red Light and Speed Camera System is defined as inclusive of all equipment, installation, maintenance and personnel required to maintain the operation of Automated Red Light Camera and Speed Enforcement Systems. These systems must combine vehicle detection technology and digital image technology with a complete program for supplying, installing, and maintaining the cameras.
- C.1.iii **License Plate Reader Systems:** The County is seeking proposals from a qualified company to provide, install and maintain LPR systems capable of license plate detection and real-time reporting to law enforcement personnel on a continuous basis. LPR systems consist of high-speed cameras combined with sophisticated computer algorithms capable of converting the images of license plates into computer-readable data. These systems will be accessible remotely and by patrol officers with proper authorization within police vehicles for real-time law enforcement operations and actions. The County seeks to install six (6) LPR systems within the first year with the possibility of two (2) additional systems per year for years two through five of this contract for a possible total of 14. The County will also be provided the ability to move select LPR camera systems to new locations at least twice (2) per year for every year this contract is in place.

- C.1.iv **Violation Processing System:** The County requires a turnkey violation processing system (back office services) for the issuance of citations, customer service, payment processing, and adjudication support of red light and speed violations and storage and processing for LPR data. The back office violation processing system must review images, access/interface motor vehicle registration data, perform final quality control, print and mail notices, assist with collection efforts, monitor disposition of notices, collect fines, provide financial and customer service support, reporting, conduct training and re-training of all program personnel, assist in public awareness programs, and provide adjudication management consistent with current Maryland law and any future changes or additions to the laws governing automated enforcement systems, all at no cost to the County. Citations related to speed and red light automated enforcement must be mailed within 14 days from violation for Maryland registrations, however, speed citations issued to out of state registrations must be mailed within 30 days. The back office system must be accessible via secured method on the Internet by any County approved user with security authorization by means of a personal computer, an Internet connection, and a web browser in real time. The systems must also have comprehensive reporting modules to allow for immediate access to the County of its relevant operational data. This database security will not allow an edit/delete function for unauthorized users including those users from other municipal programs.

C.2. SYSTEM OPERATIONS

C.2.i The Contractor's System must provide all of the system requirements below which have been divided by camera system function for ease of reading and response:

Automated Red Light Enforcement System Requirements (See Proposal Submission g).

The Contractor's system must:

1. Capture vehicles that violate the red signal as established by law. The system must NOT capture non-violators or objects (non-vehicles) in the enforcement area; i.e. pedestrians, birds, etc.
2. Be capable of on-site and remote activation and maintenance support by County personnel.
3. Concurrently record color digital still images and color video of each violation to include vehicles prior to the stop bar, in violation after the stop bar and a color license plate image from the rear to meet the evidentiary requirements required to prove a violation.
4. Be a turnkey operation and not a "beta" or first run program. The offered program must be in place and utilized in at least one other noted jurisdiction of similar program size to the County.
5. Record event-specific evidence to substantiate multiple, simultaneous and/or concurrent violations occurring during any red signal phase or events occurring within the enforcement zone on multi-lane roadways. (Contractors will provide sample violation images to demonstrate this capability)
6. Continuously count the number of vehicle passes, events, and violations on a system wide and individual site basis.
7. Allow a malfunction to be easily identified and debugged on-line.
8. Perform a self-test upon set-up. Simulate a violation being recorded for testing. Communicate error messages; Record date and time of system shutdown in the event of a malfunction.
9. Use digital technology for both still and video captures. Film-based systems are not acceptable. Systems must capture both video and still digital images of all red light violations.
10. Generate secured violation evidence that can be communicated to and processed using Contractor supplied or operated photo enforcement processing systems.
11. Be capable of recording each violation at all times of the day or night, during varying weather conditions. The system must allow the County real-time remote monitoring to determine proper operation including real-time video viewing.

12. All system component operations must be synchronized to a single, standard, independent, external and verifiable time and date source.
13. Be capable of being configured or reconfigured to address the specific number of lanes to be enforced in each direction of travel at the site to include straight through; all left and right turn violations.
14. All cameras, associated equipment and wiring must be maintained by the Contractor and perform to required minimum functional requirements as stated herein. Any defective camera or other equipment shall be repaired, re-installed or replaced within 48 hours of non-operation for red light cameras at no cost to the County. The contractor will notify the County of any camera malfunction within one (1) business day.
15. Be capable of identifying vehicles traveling through a signalized intersection during the 'red' signal phase and recording a series of violation images that track the whole violation event from before the stop-bar and through to exiting the intersection.
16. Be capable of capturing license plate images displaying the characters and numbers on reflective and non-reflective license plates. License plate images will be in color.
17. Be capable of being co-located with speed detection systems at intersections and capable of detecting and recording evidence of straight through red signal violations, left-turn and right-turn violations, including violations by slow moving right-turn vehicles, at approaches with up to 8 lanes in one direction. (Please reference programs which demonstrate this capability.)
18. Incorporate full motion video for each violation of a red signal.
19. Provide a full reporting module specific to the performance of the back-office citation processing system, violator statistics, employee performance and customer service statistics.
20. The camera system must be capable of capturing and recording the number of vehicle passes as well as individual vehicle speeds. Cameras must be capable of capturing this data while conducting active enforcement and during periods when the cameras are in a 'silent mode'.

Automated Speed Enforcement Systems provided by the Contractor must: (See Proposal Submission g).

21. Capture vehicles that exceed the posted speed limit threshold as established by law. The system will NOT capture non-violators. Thresholds will be adjustable, at the discretion of the County and within the law.
22. Mobile, Fixed and Portable Camera Units must record images in an easily viewable media to produce two (2) digital time stamped still photos for each captured violation and a third (3rd) vehicle tag close-up image. The system must be capable of the necessary calibration needed to identify a vehicle and track its progression through a location or zone in order to validate a speeding vehicle.
23. Record event-specific evidence to substantiate multiple, simultaneous and/or concurrent violations occurring within the enforcement zone on multi-lane roadways. (Contractors will provide sample violation images to demonstrate this capability.)
24. Unmanned mobile camera systems must be capable of operating for 48 hours continuously.
25. Continuously count the number of vehicle passes, events, and violations on a system wide and individual site basis.
26. Provide statistical reports that contain information for events occurring within 72 hours of the event.
27. Allow a malfunction to be easily identified and debugged on-line.
28. Perform a self-test upon set-up. Simulate a violation being recorded for testing. Communicate error messages; Record date and time of system shutdown in the event of a malfunction.
29. Use digital technology. Film-based systems are not acceptable. Systems must capture still digital images of all speed violations.
30. Generate secured violation evidence that can be communicated to and processed using Contractor supplied or operated photo enforcement processing systems.

31. Be capable of recording each violation at all times of the day or night, during varying weather conditions. The system must allow the County real-time remote monitoring to determine proper operation including real-time viewing.
32. All system component operations shall be synchronized to a single, standard, independent, external and verifiable time and date source.
33. All cameras and associated equipment shall be maintained and perform to required minimum functional requirements as stated herein. Any defective camera or other equipment shall be repaired, re-installed or replaced within 48 hours of non-operation for 'fixed' speed cameras and 4 hours for mobile and portable speed camera units at no cost to the County. The contractor will notify the County of any camera malfunction within one (1) business day.
34. Be capable of identifying vehicles traveling through an automated speed enforcement zone and track the vehicle's progression.
35. Be capable of capturing license plate images displaying the characters and numbers on reflective and non-reflective license plates. License plate images will be in color.
36. Be capable of being co-located with red signal systems and capable of detecting violations during the green signal phase or "speed on green" through the intersection. (Reference programs which demonstrate this capability.)
37. Convert and transfer existing data to the Contractor's back office system to allow for continued processing of past events.
38. The camera system must be capable of capturing and recording the number of vehicle passes as well as individual vehicle speeds. Cameras must be capable of capturing this data while conducting active enforcement and during periods when the cameras are in the 'silent mode'.

Automated Fixed License Plate Reader Systems provided by the Contractor must: (See Proposal Submission g).

39. Provide real-time data and license plate collection reported to the County's communications center 24 hours per day, 365 days per year.
40. Allow for authorized users, both mobile and desktop, to log into specific cameras and cameras by geographic area in order to monitor positive matches in the system.
41. Be compatible for use in the County mobile computer environment.
42. Provide daily automated updates of current stolen vehicles, amber alerts, silver alerts, registration status, wanted subjects and other County designated data bases to the LPR systems deployed in the County. Information more than 36 hours old will not be processed. Systems without current "interest" files will not remain in service and will automatically come off-line.
43. Status and deployment interruptions will automatically be conveyed to the designated County representative via email.
44. Accept County input data for immediate inclusion in the reporting and monitoring function of the LPR systems.
45. Provide County personnel the ability to perform back office analysis of data located on the server using contractor provided internet-based analysis software on any approved computer throughout the County.
46. Automatically and remotely transfer data to the Contractor's server based database for review, analysis and processing in real or near-real time.
47. All cameras and associated equipment must be maintained and perform to required minimum functional requirements as stated below. Any defective camera or other equipment shall be repaired, re-installed or replaced within 48 hours of non-operation for License Plate Reader Systems at no cost to the County. The contractor must notify the County of any camera malfunction within 1 business day.

**Back-Office Processing and Database system provided by the Contractor must:
(See Proposal Submission g).**

48. Be accessible, via the internet, by authorized users with the appropriate County authorized security and be capable of providing separate and distinct levels of user rights including read only as well as full enter, edit, delete authorizations; i.e. User, Supervisor, Manager.
49. Allow for County supervisor quality control and review of all contractor actions to include voids and overrides. The data provided will include the individual of each contractor personnel involved in processing and review.
50. Be capable of generating custom, user defined, ad hoc reports that include but are not limited to financial reports, violation reports, camera performance and maintenance reports within 5 business days of written notification at no cost to the County.
51. Be capable of generating a printable format of the Traffic Control/Parking Fine Flag Release Form (VR-119), an MVA designated form.
52. Be capable of generating an electronic file of registration plate flagging, flag releases, suspension and suspension removal notices to MVA, in an MVA specified format.
53. Be capable of assisting with the collection of payment of the fines imposed under the red light and speed camera programs including generating notices identifying the violation, follow-up notices, and flagging registrations. The system must be capable of automatically waiving a portion or all of assessed penalties at the County's direction. The Contractor shall generate collection reports, be flexible enough to allow processing of additional penalties, violations by tag as well as citation number, and capable of establishing and tracking a County approved payment plan for the violator.
54. Provide statistical reports that contain information for events occurring within 72 hours of the event.
55. Be accessible by approved County personnel both on and off-site.
56. Track all correspondence electronically from payment to inquiry from violators.
57. Assign a distinctive "case" number to each event.
58. Provide a full reporting module specific to the performance of the camera system.
59. Encrypt violation images and data to ensure security of primary evidence.
60. Be capable of interfacing with the current County system to include FAMIS and the ERP Platform, presently an Oracle-Based System and adapting to any future County system upgrades or changes.
61. Be capable of accessing, transferring and converting the County's legacy data to the Contractor's system in order for user-friendly access to legacy events that are immediately reviewable, searchable and reportable.
62. Convert and transfer existing data to the Contractor's back office system to allow for continued processing of past events.

C.3 Contractor Required Qualifications and Experience

The County is seeking proposals from qualified entities for:

- an automated traffic enforcement, collection and violation processing system
- the conversion of its current automated red light and speed enforcement systems and data
- the installation of additional camera sites utilizing digital and video camera technology, co-locating red and speed enforcement where appropriate, license plate readers and related technologies at County specified locations
- a comprehensive violation and data collection processing system with a history of handling high volume violation processing activities including violation event review, name and address acquisition, notice and correspondence mailing, payment processing, customer service, and collections.
- a system capable of producing numerous standard and ad hoc reports as determined by the County

- a system capable of monitoring, capturing, retaining and reporting vehicles wanted for law enforcement purposes; a system capable of reporting and analyzing registration data within a searchable database.

For the purpose of this RFP an automated enforcement and license plate reader system is inclusive of all equipment, installation, maintenance and personnel required to maintain the daily operation of the automated enforcement and collection systems described in this document. This system must combine vehicle detection technology and digital image technology with a complete program for supplying, installing, and maintaining cameras. The system must be capable of secured storage of violation evidence and data, pre-processing of evidence and data consistent with County nominated business rules, support for police authorization of detected violations, notice printing and mailing, support for court adjudication processes to include scheduling and electronic evidence presentation during court proceedings, payment processing and support, support for systems reports generation, and expert consultancy for training of County program staff, public relations support and help-desk operations.

- C.3.i Montgomery County seeks a financially secure and stable contractor with the technical and financial resources required to install, implement and maintain its camera enforcement and data collection equipment. The Contractor must implement and maintain back-office support for the processing of violations and be able to accept digital (still) and video images captured by camera systems, in County approved formats, which are: JPG, BMP, GIF, TIFF, MPEG and AVI. The scope of work will include but not be limited to: reviewing captured events; accessing registered owner information; printing and mailing citations; providing call center services; collecting and accounting for revenues; providing adjudication assistance; and providing the systems, supplies, and the technical support necessary to maintain operations.
- C.3.ii The Contractor must describe the company's primary business focus. **(See Proposal Submission m).**
- C.3.iii To be considered, the Contractor must have and adequately demonstrate to the County sufficient experience in providing large scale and full service automated enforcement and registration collection systems and related services to programs of similar size to Montgomery County – currently over one hundred enforcement sites. **(See Proposal Submission n).**
- C.3.iv Potential Contractors must provide statistical report data from each program noted in C.3.iii depicting the following: **(See Proposal Submission n).**
- a) Number of installed and operational cameras;
 - b) Traffic volume;
 - c) Number of events photographed monthly and annually;
 - d) Number of uncontrollable rejections, those outside the Contractor's control (missing plate, obstructed plate, paper/dealer plate, funeral procession or officer controlled, no DMV record found);
 - e) Number of citations approved by the police and mailed by the contractor;
 - f) The scope of work performed (such as site analysis, construction, maintenance, field service, event review, owner name and address acquisition, reporting, expert witness testifying, and training);
 - g) Contractor or subcontractors performing each of the critical functions or duties of this program;
 - h) Statistics reflecting the rate of success in collecting payments of the fines imposed for similar enforcement programs;
 - i) Payment processing time;
 - j) Call center reports (such as average number of monthly calls, duration of calls, dropped calls, average wait time, etc.);

- k) Number of plates recorded monthly and the number of readers deployed;
- l) Number of positive matches recorded from readers on a monthly basis.
- m) Total volume processed on a monthly and annual basis;
- n) Number of citations mailed by the contractor;
- o) Percentage of citations (or volume of work) paid and/or issued;
- p) If possible, the percentage of citations contested through contractor's system;
- q) The scope of work performed (such as event review, owner name and address acquisition, notice and correspondence mailing, payment processing/lockbox management, reporting, customer service, adjudication services, training, and public awareness programs);
- r) Percentage of payment methods utilized for each method: walk-ins, secured Internet, telephone, credit card and any other methods of funds collection;
- s) Length of time contractor or subcontractor has performed any of these related critical functions or duties for the Contractor.

C.3.v Describe the Contractor's history in the automated enforcement and plate reader industry, including the technologies utilized in cameras, the number and type of systems installed and managed, and the number of sites containing co-located enforcement systems installed and managed. **(See Proposal Submission n).**

C.3.vi Discuss the Contractor's experience that may be relevant to the success of the automated and data collection camera system and services program. **(See Proposal Submission n).**

C.4 Project Management and Implementation Plan

C.4.i The Contractor will notify the County in writing within five (5) business days each time a new project management employee, key management employee, or contractor or sub-contractor personnel performing key operational functions has been added or removed.

C.4.ii Describe the Contractor's project management approach and how it will ensure a successful project for the County. The Contractor will describe its project organization for both startup and ongoing operations. The Contractor must include all positions in the organization including the number of staff and work location. **(See Proposal Submission p).**

C.4.iii The Contractor must provide a dedicated Project Manager for the County's automated enforcement and data collection program who will perform as the single point of contact. Contractors will list the skills and qualifications of the proposed Project Manager and the team surrounding that employee. The Project Manager must possess sufficient support and assistance to efficiently manage and execute the Contractor's proposed program and must be responsible solely for this Montgomery County contract. **(See Proposal Submission q).**

C.4.iv Provide the name, address, and telephone number of all subcontractors and the Contractor's proposed use of the subcontractor for this project. Include a brief qualifications summary discussing the responsibilities and experience of each firm. **(See Proposal Submission q).**

C.4.v Provide a timeline for the replacement of existing camera systems and the identification, installation details and operation of the proposed contractor camera systems. All timelines must be graphically submitted. This timeline cannot exceed 180 calendar days. **(See Proposal Submission r).**

C.4.vi Provide a milestone project schedule for design, construction, and implementation. Include all tasks (including County tasks) that may have dependencies and the related time effects. All milestone

project schedules must be graphically submitted. This milestone project schedule cannot exceed 180 calendar days. **(See Proposal Submission r).**

- C.4.vii Within the graphic presentation of the milestone project schedule and timelines the Contractor must note the extent of County staff involvement, including key decision points at each stage.

C.5 Additional RFP Information

- C.5.i The County requests proposals for the supply of all related camera systems, installation, maintenance and support for automated photo enforcement and data collection systems and back office processing and data management.
- C.5.ii The Contractor will warrant and fully maintain all equipment provided to the County throughout the duration of the contract. **(See Proposal Submission ff).**
- C.5.iii The Contractor must include in their proposal submission a conversion plan detailing the steps and process to be followed in the event of contract non-renewal or expiration. This proposal for conversion cannot exceed 180 calendar days. **(See Proposal Submission r).**
- C.5.iv Information, data and images captured from systems deployed under this contract are the property of the County and may not be used by the Contractor outside of the scope of services defined herein without express written permission from the County.
- C.5.v It is the intent of the County in preparing this RFP to set out specific outcomes and effects desired without specifying the exact technology to be used. It is expected that the Contractor will offer the best practice or solution for achieving the efficiency and effectiveness of the desired programs.
- C.5.vi Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a. When evaluating the Cost criterion, the QSC will review all proposals for both “All Flat Rate” and “All Tier Rate”. Based on this review, the QSC will decide which rate structure to use, for the evaluation, for this criterion that is in the best interest of the County. See Section E. Method of Award/Evaluation Criteria
- C.5.vii The contractor shall provide and maintain appropriate supplies and services in support of the conversion of:
- All existing ticket information and images (open citations, closed citations, and non-cited violations) to a proposed administrative system so that all information is easily accessible, searchable, and viewable by the County.
 - Provide a browser based system that will allow for viewing and payment of all citation information by the violator. A secure payment and validity check must be included.
 - Provide a seamless continuation of existing services to the County and the violator with no system downtime.
 - Archive existing images and related information (data). Archiving must be in an environmental approved media that can be secure for the period of storage related to this type of information.

Scope of Services/Specifications/Work Statement

1.0 Conversion of Existing Camera Systems and Data

- 1.1 The County requires the contractor to work with the existing contractors during the conversion process. The County requires the conversion process to be completed within 180 calendar days from execution of the contract. All work must be in compliance with the County's "Specifications and Standards for Traffic Control Signals" (County Specifications) and if applicable, "Standard Specifications for Construction and Materials", Maryland Department of Transportation, State Highway Administration (State Specifications). All associated construction and permit requirements are the responsibility of the contractor. **(See Proposal Submission r).**
- 1.2 The contractor will be responsible for the full system conversion from the County's current systems to the Contractor's proposed camera system and will ensure no downtime during this conversion during the County's normal business operations, 8:00 AM to 5:00 PM (Eastern Standard Time)
- 1.3 The Contractor must submit two separate project plans; one for the initial conversion at the beginning of the contract and the second for the conversion at the end of the contract term.. The conversion plan must be approved by the County to award a contract. The plan will establish a timeline with milestones for the conversion and replacement. Timeline and milestone project schedules must not exceed the 180 calendar days required by the County. **(See Proposal Submission r).**

2.0 Camera Conversion and Future Expansion

- 2.1 The Contractor will replace all enforcement camera systems currently installed in the County to include fixed, mobile and portable. The contractor is required to supply technology at the most current level of sophistication. All equipment to be installed for purpose of this solicitation must be first-run, new (unused), latest technology and must be approved by the County. The Contractor is responsible for the installation, maintenance and repair of all its camera equipment and all (both above and below ground) ISDN cable or other connectivity for each camera location. The County will bear no additional costs needed for installation.
- 2.2 The Contractor, at no cost to the County, is responsible to provide and maintain the necessary power, wiring, concrete bases, hand-boxes, electrical junction boxes, poles and any other equipment, supplies and related construction items needed to fully complete the installation and is responsible for meeting any State and Local guidelines, policies or requirements The contractor will not have direct access to the traffic signal control cabinet but will be required to coordinate those efforts with the Montgomery County Department of Transportation (DOT) to make the needed connection(s), repairs or maintenance. Power for the camera site will not be provided from the traffic signal control cabinet. The Contractor must provide utility power for each site.
- 2.3 The Contractor may choose to utilize or re-use any wiring and infrastructure at existing camera locations at their own risk. The County will not be responsible for assurances of operability at any camera site. In the case of an existing camera site the Contractor is taking over, if the contractor chooses to use the existing wiring, concrete bases, hand-boxes and poles, they agree to take over the maintenance responsibilities for the existing infrastructure.
- 2.4 Conversion to digital camera systems (still and video) by the contractor must be completed no later than 180 days following an executed contract. The contractor must promptly resolve all other issues.
- 2.5 The Contractor must provide and maintain appropriate supplies and services in support of:
 - The conversion to new digital camera systems (still and video) within 180 days after contract execution.

- Ensure minimal enforcement system downtime due to the conversion but in no case longer than 24 hours without prior written County approval.
- Provide a seamless continuation of existing services to the County with no system downtime.
- Archive existing images and related information (data). Archiving must be in an approved media that can be secure for the period of storage related to this type of information.
- Archived images and related information shall be made available for retrieval by the County.
- A project plan not to exceed 180 days for accomplishing the conversion of both existing camera systems and data, and containing milestones within this process.
- Expansion of this program where additional camera systems are added and co-located (speed and red light) where appropriate and add data collection systems during the term of this contract.

2.6 The Contractor must meet its conversion timeline for the current cameras currently deployed. In addition, the County anticipates adding camera systems throughout the life of this contract. The County may add up to twelve (12) red light camera systems per year and five (5) speed enforcement systems per year. The contractor shall provide these additional units as requested by the County at no additional cost.

2.6.1 The Contractor is required to supply six (6) license plate reader systems for activation and deployment in the first year of this contract. The County may add up to two (2) additional systems per year for years two through five of this contract for a possible total of 14. The Contractor shall provide these additional units as requested by the County at no additional cost.

2.6.2 These new/expansion camera systems installed at the direction of the County must be new, first run, systems of the most current and updated technology.

2.7 The Contractor shall assume all costs associated with the installation, activation and relocation of any new and existing systems for each contract year.

2.8 The Contractor must agree to relocate any combination up to twelve (12) enforcement sites per contract year at no additional cost to the County during the existence of this contract. For each relocation, the County must provide thirty (30) days written notice and must not request relocation in the latter six months of each contract year.

2.9 In its proposal, the contractor shall provide camera system and camera relocation pricing to the County for each camera beyond those described in 2.6 and 2.6.1 along with a timeline for completion of work following permitting. Installation will continue to be completed at no additional cost to the County. **(See Proposal Submission dd).**

3.1 Image and reporting

3.1.1 The Contractor must be able to provide digital images and video in a format approved by the County. . These acceptable formats include; JPG, BMP, GIF, TIFF, MPEG and AVI are. Please note that any graphical formats that embed a text stream are not acceptable. Contractors shall indicate the format, which produces the optimum balance of high quality and small file size in their proposal.

3.1.2 The Contractor must provide the County a report of statistical information including the number of events transferred, events spoiled, event age at transfer, camera site performance by efficiency, and time of violation (hour, day, month).

3.2 Site Selection, Analysis and Design

- 3.2.1 As potential enforcement locations are identified, the County shall provide the selected contractor with the locations and the County will approve the final site selection for implementation.
- 3.2.2 Upon a written request by the County, a Contractor will be required to provide critical site analysis and information to assist the Montgomery County Department of Police in the final selection of all enforced approaches.
- 3.2.3 The Contractor must detail the analysis and design for the site selection given by Montgomery County Department of Police.
- 3.2.4 The Contractor must identify the party responsible for site design and provide details of their experience in developing plans for the County's intersections.
- 3.2.5 For each future red light enforcement site nominated by the County, the contractor will be required to provide a site analysis consisting not less than 24 hours of video validation at no cost to the County, for each of the approaches at the nominated intersection to the County program manager. The contractor must provide all the equipment, software and technical support to provide unlimited video validation of projected sites at the request of the County at no additional cost.

3.3 Site Construction

- 3.3.1 The Contractor must assume the preparation and cost of all below the surface construction.
- 3.3.2 The Contractor will be responsible for the necessary power, wiring, concrete bases, hand-boxes, electrical junction boxes, and erect the contractor provided poles, if necessary, for the final installation.
- 3.3.3 The Contractor is responsible for the construction costs for the installation of all future enforcement cameras. All construction costs shall be borne by contractor at no additional costs to the County.

3.4 Permitting

- 3.4.1 The Contractor shall be responsible for all tasks and costs associated with obtaining permits to install all camera systems.
- 3.4.2 The Contractor shall be responsible for submitting any plans as prescribed by the County Department of Transportation (DOT) or the State Highway Administration (SHA) and obtaining all necessary permits and approvals required for installation of the digital enforcement systems.
- 3.4.3 For the purpose of developing installation timeframes, Contractors should assume a 30 calendar-day permit process. If the permit process takes longer than 30 days, through no fault of the contractor, the contractor may be provided with additional time for final installation equal to the same number of extra days required to obtain permits. Proposals must include details on the Contractor's previous ability to obtain permits and approvals. **(See Proposal Submission s).**

3.5 Engineering and Installation

- 3.5.1 The Contractor will provide and install all equipment necessary to identify and photograph motor vehicles for each captured violation. For red light enforcement, each camera system will monitor

violations from a single approach. For speed enforcement, each camera system will monitor violations from receding vehicles.

- 3.5.2 The County requires the contractor to install all hardware including a non-invasive traffic violation detection system.
- 3.5.3 Required hardware shall include, at a minimum, all computer interfaces, software, cameras, flash strobes, violation detection system, wiring, poles, and any necessary appurtenances to support a fully functional digital camera enforcement and collection system.
- 3.5.5 The Contractor is responsible for the transmission of all data and images including any fiber, T-1, wireless or comparable methodologies necessary.
- 3.5.6 Should the County decide to deactivate any installed site, there will be no added fee incurred for removal of equipment or deactivation.

3.6 Project Work Plan

- 3.6.1 The County requires that the contractor complete site analysis as outlined in the Site Selection, Analysis and Design, within 15 business days of site identification by the County, for any new sites.
- 3.6.2 The Contractor will be required to install each camera within 30 calendar days of final County site selection.
- 3.6.3 The Contractor must submit a Project Plan or implementation timeline acceptable to the County for all services as outlined for the entire project indicating how it intends to meet the County's conversion and expansion. The plan must describe the project management methodology and activities needed to complete total project implementation. This timeline cannot exceed 180 calendar days. **(See Proposal Submission r).**
- 3.6.4 A project plan is required and will be presented in chart form, indicating weekly and monthly activities in support of the implementation, including quality control reviews and participation of subcontractors. Provide milestones, anticipated completion dates, and all events required. **(See Proposal Submission r).**
- 3.6.5 The Contractor will detail in its proposal, its success in implementing automated enforcement and data collection systems and programs of similar size to the County within similar timeframes (minimum 15 approaches for red light program). **(See Proposal Submission o).**

3.7 Maintenance Requirements (See Proposal Submission k).

- 3.7.1 Contractors will be responsible for the maintenance of all contractor-supplied equipment. Describe and provide examples of the Contractor's ability to:
 - i. Provide daily maintenance and support operations along with a log including camera relocation, preventative maintenance, and calibration.
 - ii. Provide a monthly report to include: all maintenance performed; all system errors identified; total non-operational time for each camera site.
 - iii. Notify the County within one (1) business day when a system becomes inoperable or damaged.

- 3.7.2 The Contractor further guarantees to repair and or replace any inoperable equipment within 48 hours of discovery at no additional cost to the County.
- 3.7.3 For each hour exceeding forty-eight (48) hours allotted for repair or replacement of fixed camera systems, the Contractor may be considered to be in breach of contract
- 3.7.4 The Contractor will be responsible for repairing or replacing any system component stolen, knocked down, damaged or rendered inoperable due to vandalism, weather or act of God or animal.
- 3.7.5 The Contractor will be responsible for the maintenance immediately around any camera system, such as trimming tree branches obstructing cameras or flashes, cutting high grass around the camera sites, as well as any snow removal on and around any enforcement site.

4.0 Camera System Requirements (See submission g)

- 4.1 The Contractor must provide fully digital (still and video where applicable) camera systems capable of imaging the rear of vehicles. The Contractor must provide video recording capabilities to accompany each imaged red light violation event. This video capability will allow the County to issue citations for straight-through, left, right and u-turning turning vehicles.
- 4.2 Each red light camera intersection outfitted with video capability must be approved by the County prior to installation.
- 4.3 Video storage of recorded violations will be maintained and accessible by the Contractor's system for not less than six (6) months or longer if being adjudicated.
- 4.4 The County may require the contractor to preserve a specific violation (or violations) for legal or investigative purposes. In this case, the County may request the contractor to preserve specific images indefinitely. Any video violation storage for longer than six (6) months will be requested in writing to the Contractor (for specific violations) by the County.
- 4.5 The camera must obtain a clear image of the rear of the vehicle so as to clearly identify the license plate. The image must be clearly visible to the average naked eye without use of any special enhancements.
- 4.6.1 Regarding Red Light Enforcement cameras, the contractor's system must be able to produce three (3) color and time stamped images per violation. The first of which must depict the vehicle behind the legal point of violation with the governing traffic signal visibly red in the photograph. The second image must depict the same vehicle continuing through the intersection, beyond the legal point of violation with the traffic signal visibly red in the photograph. The third image must show the license plate that is clear and legible to the average naked eye.
- 4.6.2 The Contractor's Speed Enforcement camera systems must be able to produce three (3) color images per violation with at least 2 time-stamped images of the rear of the motor vehicle that included the same stationary object near the motor vehicle. The third image must show the license plate that is clear and legible to the average naked eye.
- 4.7. In addition, the camera system must:
 - i. Have the ability to detect accurately, red light and speed violators 24 hours per day, during inclement weather and during times when sunlight is pointing in the direction of the camera or the direction of the signal. Images must be captured at sufficient resolution for the license-plate area

images to display plate characters and data at clearly legible quality from both reflective and non-reflective license plates over 24 hours in all types of light and weather conditions. In addition, the contractor must detail the image quality specification and provide sets of actual violation images as examples to include night-time, bright sun, rain and other weather conditions. **(See Proposal Submission g).**

- ii. Gather and produce to the County daily/monthly location traffic information for statistical analysis to include speeds, violations, volume and associated averages. Traffic data must continue to be captured during periods when the camera system is placed in a “quiet” mode or that setting where the camera system is not in an enforcement mode.
- iii. Have the capability of operating effectively under all weather conditions, including but not limited to extreme heat or cold.
- iv. Have the capability of accurately monitoring several traffic lanes concurrently for red light and speed enforcement. Red light enforcement must have the capacity to monitor left turn, double left turn, right turn and double right turn lanes; the ability to capture multiple red light violators simultaneously; and multiple signal phases at a single intersection.
- v. Perform automatic internal calibration checks for accuracy and functionality; have the capability to self-diagnose and notify the County Program Manager when a problem arises and if appropriate, shut itself off if specific calibration levels are off-line or outside acceptable statutory parameters.
- vi. Have sufficient computer and associated equipment to record, document and track traffic enforcement data for record keeping and court purposes. Further, each camera system shall be capable of gathering detailed computer data for statistical analysis and the ability to produce histograms and other graphical depictions.
- vii. Have the capability for County personnel to complete remote download of speed violations and remotely deploy, calibrate and shutdown the camera system.
- viii. Must be easily portable allowing a single camera system to be rotated between several camera-housing units without the need for any heavy equipment. This process must be completed within 72 hours including installation and testing.
- ix. Use isolation relays or equivalent to protect red light double left turn, right turn and double right turn traffic signal equipment from noise, transient voltage, and any related remote interconnect or interference problems in accordance with the the National Electrical Manufacturers Association (NEMA) standard.
- x. Provide a convenient means of disconnecting the red light camera system from the traffic signal system.
- xi. Monitor status of traffic signal via field terminals (120 VAC).
- xii. Be operated on a 24-hour per day basis, with an exception for downtime associated with repair, maintenance, rotating the camera system from one location to another, or during periods when active enforcement is prohibited by law.
- xiii. The system must be capable of detecting and recording evidence of straight through violations, left-turn, double left turn, right turn and double right turn violations and U-turn violations including violations by slow moving right-turn vehicles, approaches with up to 8 lanes in one direction.
- xiv. The system must be capable of monitoring up to four lanes in each direction for speed enforcements.
- xv. All camera systems must be capable of independently maintaining the correct date and time based on a central data point and automatically adjusts to daylight savings and standard time changes.

- 4.8 The Contractor shall detail security protocol to ensure the security of the system to guard against unauthorized usage or access and system tampering or viruses, etc.

- 4.9 Upon camera installation and for the duration of each camera's operation, the contractor must allow the County remote access capability into each operational digital camera. The Contractor must provide with its project plan, the timeline for the County to gain this full functionality. This timeline is not to exceed 180 calendar days.
- 4.10 The Contractor must account for all lighting conditions at all the intersections enforced. Further, the contractor's camera system must operate to the County's satisfaction under any lighting condition.
- 4.11 The Contractor's system must provide sufficient illumination in order to accurately capture the vehicle registration information, reasonable vehicle description, and other environmental/intersection descriptors.
- 4.12 The Contractor must detail how the proposed system will compensate for the effects of license plate covers and the effects of reflective materials on the license plates. **(See Proposal Submission g)**
- 4.13 In order to maximize the traffic safety effect of the camera systems, the County may choose to rotate cameras to previously constructed sites where a camera has been removed. Please detail how the proposed system would be rotated to another location if the County elected to implement a rotational enforcement strategy. **(See Proposal Submission g)**
- 4.14 The Contractor will be required to produce monthly reports of activity and individual histograms. The data must be provided by location as well as in summary format.
- 4.15 The County retains the right to disconnect any of the contractor's systems from the traffic signal when, in the opinion of the County, it is in the program's best interest to do so for purposes of maintenance, repair, troubleshooting or other reasons related to the proper operation of the traffic signal system.

5.0 Other Camera System Requirements (See Proposal Submission g).

- 5.1 Many signal heads at locations where the red light cameras are currently in use in the County are fitted with incandescent bulbs that 'glow-down' once power is turned off. This occurrence causes instances where the sensitive camera equipment takes photos which sometimes appear to show two signals active. As this problem is restricted to the red light camera photography, the contractor may need to retrofit each of the traffic light signals (at the County's direction) with light emitting diode (L.E.D.) lights at each intersection where red light enforcement technology is used at no additional cost to the County. After written notice from the County, the contractor must complete this retrofit within 60 calendar days at no cost to the County.
- 5.2 The Contractor's system must maintain a minimum speed threshold for each camera. The County will evaluate each enforced approach/direction and will provide the minimum speed threshold to be set by the contractor. A report detailing these thresholds will be provided to the County within 120 days of contract award and again (system-wide) upon the activation of any new sites. The contractor must comply with this direction within 7 calendar days of written notification.
- 5.3 The camera systems will be capable of remotely ceasing operations, return to active enforcement or adjust speed thresholds.
- 5.4 The Contractor must maintain, throughout the contract, the County nominated speed threshold for each camera system. This speed threshold will enable the County to set the minimum speed for which camera

events will be captured. The contractor will provide monthly reports to the County for each location showing that the minimum speed threshold is in place.

- 5.5 The Contractor's red light system must only capture red light running events during the red signal phase for the specific monitored lane. The contractor will provide a monthly report to the County detailing any instance(s) where events are captured that do not depict a red light violation. This report will be provided at no cost to the County. The contractor's speed enforcement camera systems must clearly depict progression related to a County designated fixed object.
- 5.6 The Contractor's red light system must only capture vehicles, as defined in the Maryland Annotated Code, Transportation Article § 11-176 (2009), identified in potential red light running events.
- 5.7 The Contractor must provide access capabilities to the County's designee(s) for viewing the processes of each of the camera systems at anytime (24 hour per day, 7 days per week). This access must be available to the County immediately upon the camera being operational.
- 5.8 The Contractor must provide all necessary technical support to the County to ensure this capability at no additional cost.
- 5.9.1 The Contractor's camera systems must, at a minimum capture, store and provide archival reporting on the following:
 - a) Date of violation event;
 - b) Event tracking number;
 - c) Time of each violation;
 - d) Location of violation;
 - e) Specific lane the violation occurred (turn lane, dedicated lane, etc.);
 - f) Average speed of violators
 - g) Highest violator speed per site (weekly, monthly);
 - h) Intersection amber light phase;
 - i) Intersection speed limits; and,
 - j) Violations, broken-down by intervals, into the red phase.
- 5.9.2 The Contractor's speed camera system must, at a minimum capture, store and provide archival reporting on the following:
 - a) Date of violation event;
 - b) Event tracking number;
 - c) Time of each violation;
 - d) Location of violation;
 - e) Average speed of violators
 - f) Highest violator speed per site (weekly, monthly);
 - g) Open citations for violators with multiple events;
 - h) Report detailing Contractor employee event approval and voidance, by name, for quality control purposes.
- 5.10 Camera systems must capture, store and make immediately available volumetric data (i.e. speed breakdown, time of day volume, etc.) from each camera site. Individual camera site data must be easily retrievable and must be able to be imported, by the County, into Microsoft excel format. This data will

continue to be gathered when the system is not actively conducting enforcement operations; i.e. when the camera system is in “quiet mode”.

- 5.11 Images provided by the Contractor that exceed these requirements are acceptable, provided they are compatible with the citation-processing system. **(See Proposal Submission i)**
The minimum acceptable Image Resolution requirements:
- Scene Tripped Image (Image 1): 768 x 576 pixels.
 - Scene Time Image (Image 2): 768 x 576 pixels.
 - Plate Images (Image 3): 640 x 480.
 - All images stored in 24-bit color.
 - JPEG file format.
- 5.12 The following items in 5.13 through 5.16 reflect the County criteria in determining whether the violation images constitute a valid red light or speed violation. The Contractor’s system shall produce images, which meet or exceed this criterion. All images must be recorded on magnetic or video media. Wet film will not be considered.
- 5.13 The first image must be in color and clearly show:
- The vehicle prior to touching the painted stop bar on the roadway for red light enforcement or the targeted vehicle clearly exceeding the statutory enforcement threshold for speed enforcement.
 - The governing traffic signal has the red phase illuminated or an identifiable and County designated fixed object in the frame.
 - The data box superimposed in a manner not to block key information and readable (to the average naked eye) text/characters of the data box.
- 5.14 The second image must be in color and clearly show:
- That the same vehicle has continued into the intersection or clearly depicts progression
 - The data box superimposed in a manner not to block key information.
 - All readable (to the average naked eye) text/characters of the data box.
- 5.15 The third image must be in color and clearly show:
- The registration plate of the same vehicle shown in the first and second images.
 - The registration plate must be clearly readable to the average naked eye.
 - The data box superimposed in a manner not to block key information.
 - All readable (to the average naked eye) text/characters of the data box.
- 5.16 The first two images shall have the appropriate contrast and brightness to show not only the registration plate but also the violating vehicle. It is imperative and required that the visual linkage between the registration plate photo and the other two images serve as prima facie evidence that a violation occurred.
- 5.17 The Contractor must provide to the County, each month that a contract is in place, an updated system file disk, in a format approved by the County, of all images and data contained in the Contractor’s system. This system file disk must be provided to the County, at no additional cost, no later than the 15th of each month at no additional cost to the County.

5.18 Service Level Requirements (See Proposal Submission g).

- 5.18.1 Contractor must maintain 95% or greater monthly operability “uptime” average across all cameras installed through the duration of a resulting contract. At no cost to the County, a monthly operations report will be delivered to the County depicting the Contractor’s camera operations.
- 5.18.2 The Contractor’s proposed camera system must efficiently and accurately capture red light violators. No more than 10% of the events captured in any calendar month may be false triggers. False triggers are defined by the County as:
 - a) a camera event occurring where no violating vehicle is present
 - b) photographed events occurring for vehicles traveling below the County- nominated speed threshold
 - c) False triggers are not considered for video captured events
- 5.18.3 The Contractor will make sites operable within two (2) business days of notification by the County in the case of camera knock-down, vandalism or theft.
- 5.18.4 The Contractor will provide monthly system validation and maintenance checks and provide to the County timely reports within 15 days of the following month.
- 5.18.5 The Contractor must monitor all sites daily to ensure proper camera operations. The contractor will identify sites that are malfunctioning or not performing and notify the County within 24 hours of the discovery of a camera problem.

6.0 Encryption Requirements (See Proposal Submission g)

- 6.1 The Contractor must detail the system’s encryption specifications.
- 6.2 To ensure evidence integrity, the proposed system must encrypt all images and all violation data together at the time of issuance.
- 6.3 It is unacceptable to match violation images electronically, after issuance, to maintain an unbroken chain of custody for the evidence.

7.0 Violation Data Information Requirements (See Proposal Submission g).

- 7.1 The violation data displayed on the images generated by the violators must display (at a minimum):
 - i. Date
 - ii. Time of day (expressed in military time)
 - iii. Lane number in which violation occurred
 - iv. Photo number Sequence
 - v. Violation number
 - vi. Amount of time the traffic signal light was red in both images.
 - vii. Amount of time the amber traffic signal light was illuminated (it is not acceptable to pre-insert amber time into a data display)
 - viii. Location name and/or code number
 - ix. Speed of Vehicle

All information must be legible and in easy to read format.

- 7.2 The contractor will specify the data layout on the images.
- 7.3 The data must be encrypted with the violation images at the time of capture.
- 7.4 Data elements point type and font cannot be manipulated by the contractor at any time.
- 7.5 The violation data shall be positioned in a manner to avoid masking critical violation elements.
- 7.6 The Contractor must assume any and all costs associated with the provision of photographs that are deemed unacceptable and/or unusable by the County. Unacceptable and/or unusable quality may occur as a result of but not limited to the following; Material and/or equipment defects, poorly maintained equipment, weather conditions, view obstructions, vandalism, poor photo quality.

8.0 Violation Detection and Speed Detection Accuracy (See Proposal Submission g).

- 8.1 The violation detection system must accommodate accurate speed detection for this purpose.
- 8.2 Violation detection system must be a non-invasive detection system and detect a minimum of 99% of all vehicles.
- 8.3 The contractor's system must possess the capability to accurately detect and record vehicle violation speeds at an accuracy of +/- 1 mph for recorded speed up to forty-five (45) miles per hour.

9.0 System Configurations (See Proposal Submission g)

- 9.1 Digital camera systems must be capable of covering up to 8 lanes of traffic in one direction; including left turn and right turn lane violations.
- 9.2 Describe how the proposed system can be configured to maximize issuance for various approach configurations, such as four lane approaches, greater than four lane approaches, approaches with heavy truck volume, left turn lanes along with through lanes, etc.

10.0 Digital Camera Telecommunications/Data Transfer (See Proposal Submission g)

- 10.1 Describe the telecommunications infrastructure the Contractor plans to use to connect the camera systems with the violations processing network.
- 10.2 Describe the back up system in the event of telecommunications or electrical emergency shut down. (Both in the back office and on location)
- 10.3 Telecommunication charges must be included in the Contractor's monthly fees. (E.g., describe the methods used for retrieving the images from the camera system, then the methods for transferring the same images to a secure Montgomery County processing venue.)
- 10.4 The County requires a Contractor to integrate both digital still and video camera technology. As video technology may require additional storage requirements, the Contractor must describe their data retention process and capabilities for the storage of video captured violation events

- 10.5 The Contractor must provide all field service for the various camera systems to ensure that images are transferred to the back office for processing within five days of each violation.

11.0 Primary and Auxiliary Flash Components (See Proposal Submission g)

- 11.1 Suitability for night time operation is a high priority. The County requires that the contractor's system maintains adequate illumination necessary to capture violations during all ambient lighting conditions.
- 11.2 Contractor must demonstrate (and provide several samples of images captured) using the proposed flash or other nighttime detection technologies that will be utilized, if applicable.
- 11.3 Portable camera units must be capable of clearly capturing violation events at night and in reduced ambient light conditions.

12.0 Camera Housings (See Proposal Submission g)

- 12.1 A weather and vandal-proof housing must be provided to protect the camera unit and its ancillary equipment and must have the following attributes:
- i. Water and spray resistant with sealed access panel;
 - ii. Double walled steel construction including welded joints;
 - iii. Rust-proof finish (i.e. baked enamel) in a color approved by the County;
 - iv. Security locks;
 - v. Secure mounting atop a pole to allow both horizontal and vertical adjustment at the intersection;
 - vi. The cabinet shall be designed in a manner to ensure system operation under an ambient temperature range of -10 degrees to 122 degrees Fahrenheit and an outside humidity limit of 100%;
 - vii. The camera system shall contain a system, which will activate automatically to reduce any fogging on the windows that obstructs the view of the camera;
 - viii. The camera enclosures must be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard;
 - ix. The pole shall have a secured terminal block, in a vandal-proof location, readily accessible to accept the power red light and amber light and vehicle detection system inputs.

13.0 Training Requirements (See Proposal Submission aa)

- 13.1 The Contractor will provide training in the operation of the various camera systems for appropriate County staff at no cost. This training will provide the County's personnel with a basic understanding of how the processing system operates and all certifications and training necessary to efficiently operate the various systems.
- 13.2 The training will be conducted within the County at a site and time that is convenient for County personnel.
- 13.3 Additionally, the Contractor will provide training to the Program Director on the supervisory functions and report generation methods at the implementation and as needed throughout the contract term at no additional cost.
- 13.4 The Contractor will describe the proposed training in the proposal submitted in response to this RFP.

- 13.5 The Contractor will provide a complete system informational packet on the Contractor's cameras for each County personnel associated with the program and anytime new or updated systems are deployed.
- 13.6 The Contractor will submit an overview to the County of the training of its employees and any trainers the Contractor will require to further the efforts of the program.

14.0 Violation Processing System and Software

- 14.1 Contractor will indicate which County approved format will be used (see C.3.i), which produces the optimum balance of high quality and a small file size needed for processing in their proposal. **(See Proposal Submission n)**

15.0 Reports (See Proposal Submission ee)

- 15.1 The Contractor will provide monthly statistical analysis of violations and related data over the course of the program's contract. The information generated shall be used by the County to evaluate the performance of the Automated Traffic Enforcement programs and to assess the relative success in achieving the goal of improved traffic safety at signalized intersections and enforcement sites by modification of driver behavior. System reports must be up-to-date and made available to the County at no additional cost within 72 hours after data capture.
- 15.2 The County requires the Contractor's system to provide web-enabled reporting modules to access, download, or print reports. These systems, processing and operational reports must be easily searchable and available in both Microsoft Excel and ASCII Delimited format. The data file for the interface with the current County system and the ERP Platform must be provided as a fixed length format text that has no hidden characters. The County can accept different mechanism of transfer methods including SFTP, FTP and PGP encryption. The following reports are required:
- a) Operator reports with corresponding authorized user logons
 - b) Payment reports detailing payment types as well as cashier ID, payment locations, violation location, citation number and other relevant receipt information
 - c) Total volume report showing totals for all categories of processing. (including pending)
 - d) Rejection report detailing each rejected camera event, rejection reason and person rejecting the event
 - e) Payment reconciliation reports showing received payments, underpayments and partial payments
 - f) Over-payment report showing refund amounts due
 - g) Out-of-state report by plate number, date of violation, name of violator, total amount due and citation number
 - h) Jurisdictional breakdown report by state registration (both number and percentages)
 - i) Fleet report detailing ticketed government and private fleet vehicles
 - j) Aging receivables report
 - k) Multi-offender report by registration, name, dollar amount owed, and dates of violations
 - l) Offender Suspension Candidate report reflecting those offenders owing at least \$1000 in outstanding fines and late fees
 - m) Evaluation that includes statistical information including the number of events transferred, percentages reflecting events approved, events rejected, events spoiled, event age at transfer, camera site performance by efficiency, time (hour, day, month) and reason for rejection
 - n) A monthly report noting the performance of the Customer Service Center reflecting at a minimum the following: the Automatic Call Distribution (ACD) system performance, customer handling,

number of calls, numbers of calls dropped, number of calls placed in voice mail and wait time for each customer

- o) Nixie reports will be provided monthly and contain citation number, date of violation, date of nixie, old address and new address information
- p) Citations issued to collect payment of fines, including name, citation #, vehicle tag, and amount owed or paid.
- q) Transfer of Liability to include citation number, date transferred, driver notification, date paid or court requested, and date reverted back to owner if not paid by driver
- r) Year end financial report conforming to the Generally Acceptable Accounting Principles (GAAP) and Modified Governmental Accrual Accounting Principles currently adopted by the County as well as all/any other future accounting systems adopted by the County as no additional cost to the County. This report will include age receivable with the ability to exclude write-offs, payment received in July for citations issued up to June 30th of the prior fiscal year, payment received on written-off citations

- 15.3 Additional custom reports; i.e. ad hoc reports, must be provided at no cost to the County, within 5 calendar days of the request, after written notification by the County.
- 15.4 The Contractor will clearly define the proposed database and reporting system that allows statistical analysis of violations and related data over time. The Contractor must describe the method or steps needed by the County to access the system reports. Further, the Contractor must include the required time needed to develop each report **(See Proposal Submission o)**.
- 15.5 The proposed system must accept all statistical data from camera systems deployed in the County, regardless of camera type. The core system must contain all camera data and citation processing data within a single point of access or single database.
- 15.6 The core system will accept all archived, camera enforcement, processing operations and historical data contained in the County's current system.
- 15.7 The Contractor will be responsible for all the necessary equipment and support to convert all historical and current operations data. Core systems requiring the County to use separate systems access historical data will not be considered.
- 15.8 Describe the program management database and software and its capabilities. **(See Proposal Submission t)**
- 15.9 The information management software system must provide record keeping and tracking functions for all citations from issuance through final disposition.
- 15.10 The County requires monthly, quarterly, and yearly standardized reports to include those noted in Section 15 as well as reports summarizing and detailing the program camera performance, adjudication statistics, unpaid fines, and aging reports, personnel performance and financial reports.
- 15.11 The Contractor must also support ad-hoc reporting (the ability to perform statistical searches and report generation remotely without action by the contractor).
- 15.12 Indicate what types of data reports are available from the Contractor's management software.
- 15.13 Provide sample operational reports with the Contractor's proposal. **(See Proposal Submission o)**

15.14 The County's required reporting cycle to be followed by the Contractor is described below:

- a) The Contractor must submit monthly reports of Automated Traffic Camera Enforcements;
- b) The Contractor must provide quarterly summary data as it pertains to monthly reporting mandates;
- c) The Contractor must provide an annual report. This report shall include year-to-date statistics, an analysis of the initial program data, and an explanation of the program improvements that have been planned and implemented. The annual report will be required by mid-January of the following year to allow the County to file its own annual report on use of traffic control monitoring devices.
- d) The Contractor must provide report(s) and documentation necessary for a detailed analysis of events, which will aid in the reduction of red light and speed violations and vehicular collisions as requested by the County at no additional cost to the County within five (5) calendar days of request.
- e) Reports must be available for export in "ASCII" delimited or Excel formats.

15.15 A wide range of reports will be required from the contractor on both County-wide statistics and by location. The following is a partial list of topics on which data and reports will be required: **(See Proposal Submission ee)**

- a) Number of possible violations recorded;
- b) Number of citable violations;
- c) Traffic volumes and violations by location;
- d) Number of violations not resulting in citations;
- e) Breakdown of violation rejection categories and amounts;
- f) Breakdown of citations by location;
- g) Number of citations prepared and mailed;
- h) Number and dollar amounts of fines collected monthly and total to date;
- i) Status of citations issued (outstanding, paid, status details, etc.);
- j) Customer Service inquiries/issues handled, by telephone, e-mail, and mail, their resolution, wait time, etc.;
- k) Adjudication hearings scheduled and held;
- l) Disposition of adjudication hearings and fines assessed by the court;
- m) Equipment hours of service;
- n) Registrations flagged or un-flagged;
- o) Frequent violators report by tag;
- p) Frequent violators report by owner (i.e., Enterprise Leasing, UPS, WMATA, etc.)
- q) Monthly reports for submission to the capital area Smooth Operator Program:
- r) County-wide and by location breakdown of violations by state of registration;
- s) County-wide and by location breakdown of traffic volume and speed of vehicles;
- t) County-wide and by location breakdown of violations by hour;
- u) The Contractor is required to make credit bureau reports of outstanding balances as a fine and not a debt. A report of all Credit Bureau reporting/payment notification will be required.
- v) County-wide and by locations breakdown of payments received.

16.0 Core Processing System

- 16.1 Describe the Violation Processing System that will serve as the core for the violation processing on this project. **(See Proposal Submission t)**
- 16.1.1 All system program information, data, and images are the property of the County and may not be used by the contractor outside of the scope of services defined herein without written permission.
- 16.1.2 The Contractor's system must be transparent and be able to accept all data and images from the County's legacy system. Any conversion of existing citation information and images must be accessible in the contractor's future system and be made available in a County approved format. All converted data must be made searchable in a single user-friendly system. This system must provide the end-user a single point of access for accessing, reviewing, processing and reporting on the total population of the data set. This data set must include all converted data as well as all current work.
- 16.1.3 The Contractor will be responsible for the full system and data conversion from the County's legacy system to the Contractor's proposed system and will ensure no downtime during this conversion to the County during its normal business operations.
- 16.1.4 The Contractor must provide to the County an approved project plan for accomplishing the conversion of the systems data. The plan will establish a timeline with milestones for the conversion which must be completed within 180 days of the contract execution.
- 16.2 A secured browser based system is required for all functions so that authorized County personnel may access the system from any Internet connection. Contractor's proposals will include samples of the following: **(See Proposal Submission t)**
- a) System capabilities: Number of simultaneous users without degradation of service.
 - b) System capabilities: Allowing for multiple users to simultaneously view a single citation.
 - c) System security and audit ability: types of reports and the ability to perform ad hoc query reports.
 - d) System capacity: Number of records that can be stored, users authorized and other storage related tasks.
 - e) System features: Type of software used, including what type of databases, operating systems and equipment, how redundancy is built in (i.e. mirroring or duplexing)
 - f) System modules.
 - g) System support: Describe the 24/7 system support.
 - h) System backup: what types and when performed. Describe the offsite secured storage.
 - i) System on-line help features.
 - j) Image/data availability and archiving recommendations. Images will be stored in a County approved format which include JPG, BMP, GIF, TIFF, MPEG and AVI.
 - k) The ability to permanently purge data. Describe the method including that from back-ups or archiving.
 - l) The Contractor's system must interface with the current County system and the ERP Platform. The data file for the interface with the current County system and the ERP Platform must be provided as a fixed length format text that has no hidden characters. The County can accept different mechanism of transfer methods including SFTP, FTP and PGP encryption. The contractor agrees to assist in this integration to assure the complete and accurate transfer of data.

- 16.3 The Contractor's database must provide standard relational database functions to allow both contractor and County personnel to easily enter, access, search, and sort the database by various parameters including:
- a) Date of event; i.e. violation or alert;
 - b) Violation or alert tracking number;
 - c) Time of event;
 - d) Location of event;
 - e) Vehicle registration plate information;
 - f) Vehicle registration plate – issuing state;
 - g) Registered owner of vehicle;
 - h) Specific lane in which the event occurred (turn lane, dedicated lane, etc.);
 - i) Date of notice or event;
 - j) Name and/or ID number of issuing authority;
 - k) Non-processing code(s);
 - l) Adjudication status;
 - m) County hearing date and time;
 - n) Average speed of detected vehicles;
 - o) Highest violator speed per site (weekly, monthly);
 - p) Intersection amber light phase;
 - q) Intersection speed limits;
 - r) Violations, broken-down by intervals, into the red phase;
 - s) Rejects, approvals and performance by County as well as Contractor personnel; and
 - t) Violation and alert type by date and location.
- 16.4 The County requires that all captured images, including those that do not result in citations regardless of reason, be available on-line for searching and viewing.
- 16.5 County personnel must be able to view all images (cited and not cited) sequentially.
- 16.6 The Contractor must provide a list of jurisdictions currently using the proposed violation processing system. The Contractor must include in this information the capacity of the Contractor's system, the volume processed by the system on a monthly and annual basis, the number of customer service calls handled, the number of monthly and annual payments processed, the monthly and annual number of and the manner in which customer correspondence (non-payment) is handled, tracked, prioritized and followed-up on, and the number of name and address inquiries made monthly and annually. **(See Proposal Submission x)**
- 16.7 All images are auditable and must be made immediately available to Montgomery County Police via an incorruptible database. All images retrieved from the camera must:
- a) Be stored for a minimum of one (3) years in an easily retrievable and searchable data file,
 - b) Be easily auditable and a daily report available reflecting the total number of events captured must equal the aggregate of approved events, test images, spoiled events and voided events,
 - c) Account for test images and/or verification shots,
 - d) Account for spoiled or County and contractor rejected images,
 - e) All images must retain original violation information.

- 16.8 Each month that a contract is in place, the Contractor must provide to the County an updated system file disk, in a format approved by the County, of all images and data contained in the Contractor's system. This system file disk must be provided to the County, at no additional cost, no later than the 15th of each month.

17.0 County/Police Remote Access (See Proposal Submission ee)

- 17.1 The System software must allow web-based access to any authorized user regardless of location.
- 17.2 Each PC client supported by the contractor will possess MS Explorer 7.0 or a more current version, approved by the County.
- 17.3 Connectivity will be determined by connection with "real-time" processing of citations. Real-time will be determined by averaging at least 3 locations processing a citation.
- 17.4 The contractor must supply within fifteen (15) calendar days of contract execution, a scanner capable of scanning documents into the appropriate citation tracking system and a new (unused) high-quality picture image color laser printer for printing and reproduction of citations to be installed in the Automated Traffic Enforcement Unit located in Montgomery County, Maryland and other County offices as identified at no additional cost to the County.
- 17.5 These printers must have online access to the contractor's core violation processing system and allow police personnel to print violation notices remotely. The Contractor will be responsible for all maintenance and supplies for this printer.
- 17.6 County personnel must be able to review monthly reports and review/update violator account information online. The violation processing system must attach the electronic signature and ID number of the reviewing technician to the actual notice mailed to the violator. The system must allow the County personnel to review all relevant account information to include, at a minimum:
- a) The vehicle registration plate numbers and characters;
 - b) The state of issue for the vehicle registration plate;
 - c) The date of the violation event;
 - d) The time of the violation event;
 - e) The location of the violation event;
 - f) All three digitized images demonstrating the violation and tag close-up;
 - g) Payment status;
 - h) Hearing status;
 - i) Flagging status;
 - j) Correspondence tracking;
 - k) Standardized monthly reports (must have ability to review and print reports);
 - l) Collection status
- 17.7 Authorized County personnel will have the ability to perform all functions, including, but not limited to:
- a) Download violation images for printing, mailing, or e-mailing to citizens or County officials;
 - b) Suspend activity on accounts until further research is completed in special circumstances;
 - c) Approve/disapprove citations;
 - d) view all scanned images received by the contractor;

- e) Search, view, update, and print all citation and non-citation information;
- f) Waive/re-instating penalties;
- g) Dismissing/voiding citations.

- 17.8 The Contractor's system must allow for authorized County personnel to search and view images and citation information remotely. This access will allow images and citations to be reviewed but not edited and will not impact the status of any citation.
- 17.9 Describe your system's ability to provide the remote account and information access described in this section. **(See Proposal Submission t)**

18.0 Violation Processing Operations (See Proposal Submission t)

- 18.1 The Contractor must provide the County with accessible technical support for system critical operations 24 hours per day and 7 days per week at no additional cost to the County.
- 18.2 The Contractor must provide complete support during the normal working hours of 8:00 AM to 5:00 PM (Eastern Standard Time) Monday through Friday, excluding holidays as noted in 18.5. The Contractor must also be able to provide accessible technical support outside the normal working hours, at no additional cost to the County, if the need arises.
- 18.3 The Contractor will provide cellular phone or pager numbers for key employees that can be contacted during and after normal working hours, if there is a malfunction or failure of the system.
- 18.4 The Contractor will provide a preliminary verbal analysis of the malfunction to the County within two (2) hours of discovery by either the Contractor or the County. If the malfunction lies with the Contractor, the Contractor must repair the fault within 48 hours unless written approval for additional time is agreed upon by the County. **(See Proposal Submission hh)**
- 18.4.1 Malfunctions, errors or failures with the contractors system or personnel including servers, communication equipment, computer processing, printing, address/tag returns or other contractor related activity that results in the spoilage of valid citations will require the contractor to reimburse the County the appropriate percentage of revenue related to each citation. **(See Proposal Submission hh)**
- 18.4.2 Malfunctions, errors or failures with the contractors system or personnel including servers, communication equipment, computer processing, printing, address/tag returns or other contractor related activity that results in the loss of registration data related to collection camera systems will be repaired within forty-eight (48) hours. For each hour exceeding forty-eight (48) hours allotted for repair or replacement of the camera system, the Contractor may be considered in breach of contract.
- 18.4.3 The Contractor will compensate the County for any loss of citable events due to the contractor's or it's employees/agent's negligence/errors. The compensation will be calculated as follows: Percentage below nominated Monthly Prosecutable Issuance Rate times the payment amount to the contractor as calculated for that month. **(See Proposal Submission hh)**
- 18.4.4 In order to attain successful operational results, camera systems will be evaluated by operational month and performance. First, cameras must be in-service and fully operational at least 95% of the calendar month. Second, camera sites meeting the 95% "up-time" as determined by the County, must meet an operational evaluation. No site may exceed "false triggers" of 10% for the month of events. "False Triggers" are defined and determined by the County. If the contractor fails to satisfy these requirements,

the contractor will compensate the County. The compensation will be calculated as follows: Percentage below nominated Monthly Prosecutable Issuance Rate times the payment amount to the contractor as calculated for that month. **(See Proposal Submission hh)**

- 18.5 The Contractor will observe the following County observed holidays: New Years Day, Martin Luther King's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. The Contractor may change these holidays with County approval and upon 60-days written notice to the County.
- 18.6 The Contractor will provide on-site technical support services within 2 hours of a request by the County on regular business days.
- 18.7 The Contractor must provide dedicated and distinct personnel located in Montgomery County to preliminarily view all digital recorded event images and enter event data, to include:
- a) The vehicle registration plate numbers and characters;
 - b) The state of issue for the vehicle registration plate;
 - c) The vehicle make and model;
 - d) The date of the violation event;
 - e) The time of the violation event;
 - f) The location of the violation event;
 - g) The vehicle speed and;
 - h) Any other pertinent information required by changes in enabling legislations.
- 18.8 The Contractor's personnel shall view each image and compare to County established criteria. If the County criteria are not met, the representative must enter the appropriate County explanation code. If the image appears suitable, the Contractor will prepare the image for County personnel verification that the recorded image is a citable offense.
- 18.9 In order to maximize program efficiencies, images must clear, precise, legible, and viewable with the naked eye.
- 18.10 The Contractor's personnel may adjust the third image by cropping, scaling, and appropriately adjusting brightness, contrast, etc. to maximize the clarity of the registration plate.
- 18.11 Once the Contractor's personnel have reviewed the images in accordance with the County established criteria, Montgomery County police employees will perform the final review and approval. If the citation is determined to be not citable by the police reviewer, an appropriate reject code will be attached.
- 18.12 If approved by the County, the County employee's signature and ID number will be electronically attached and printed on the citation.
- 18.13 The Contractor will be responsible for all cost associated with the printing and mailing of all citations, late, flagging, Notice of unpaid fines and Notice of unpaid fines sent to the credit bureau. All above mailings will also be completed by the Contractor.
- 18.14 The Contractor must provide a daily reconciliation report of the number of citations the County authorized and approved along with those that have been mailed by the Contractor.

- 18.15 The Contractor must provide adequate personnel to view, evaluate and process captured video violations.
- 18.16 If the captured video violation meets the County's criteria, the Contractor's personnel must save and attach the video images to the associated photo event captured.
- 18.17 All video captured events that result in a citation being issued must be available for viewing immediately via the internet through a secure web-browser. The videos must be available to the District Court and the County for courtroom adjudication and must be able to be transferred easily by the County into any of the approved formats.
- 18.18 All services provided by the Contractor associated with accessing, reviewing or processing of citations must only be performed in a secured business location approved by the County.
- 18.19 The Contractor will provide dedicated personnel to perform all the requirements of the County automated enforcement program.
- 18.20 The Contractor must provide sufficient dedicated electronic servers to handle the anticipated workload of this Montgomery County program.
- 18.21 The Contractor must provide additional or upgraded servers in the event that processing volume and daily operations impacts the daily approval operations of the County. In no case will the electronic system processing cycle exceed 9 seconds.
- 18.22 The Contractor's routine system checks, maintenance activities and other related Contractor tasks will not impact daily County approval operations.

19.0 Supervisory Functions

- 19.1 The Contractor's system must allow County Program Management to easily access additional functionality for processing.
- 19.2 The County must be able to perform the following tasks independent of the Contractor within the proposed processing system:
 - a) Review citations rejected by the contractor or police personnel;
 - b) Override rejected events;
 - c) Review citations referred to the supervisor by subordinates or the Contractor's personnel;
 - d) Review the status of work pending at each step;
 - e) Request ad-hoc operational reports;
 - f) Access real-time citation process information such as volumes, oldest violation dates awaiting process, outstanding name & address requests, etc.;
 - g) Access violation images (whether issued or not) by date, time and location.

20.0 Registration Retrieval (See Proposal Submission t)

- 20.1 The Contractor, at no additional cost to the County, will obtain registered owner information for the citable offense on identified registration plates for both in-state and out-of-state registrations.
- 20.2 The Contractor is responsible for all name and address acquisition.

- 20.3 The Contractor will be solely responsible for accessing the necessary information needed to accurately identify violator information for both In-State and Out-of-State captured violations.
- 20.4 The Contractor must adhere to all State laws governing automated enforcement and LPR systems including but not limited to the capture and times mandated for the issuance of a violation.
- 20.5 The registered owner's information will be entered by the Contractor's personnel into the processing system with the violation images.
- 20.6 The Contractor must fully describe their proposed process for obtaining the name and address of the violator's registration plate, if and where this identical process is in place in other programs, the method and system utilized for registration plate look-ups, and the policy and procedures in place for initial "no-hit" returns.
- 20.7 Additionally, all registration plates will be checked for stolen through NCIC (National Crime Information Center) prior to citations being mailed. Include a detailed description on how the Contractor shall accomplish the tag acquisition and stolen check tasks. Specify safeguards for ensuring accuracy of the information and how changes of address are handled.

21.0 Notices and Correspondence

- 21.1 The Contractors proposed system must be capable of producing, customizing, changing and editing system notices at no cost to the County and within five (5) calendar days when the Contractor is notified in writing. The Contractor will imprint all envelopes with a barcode or other optical machine-readable representation of data reflecting the violator's address.
- 21.2 First notices must be mailed within fourteen (14) days of the violation for Maryland registrations and in the case of speed enforcement citations, thirty (30) days for out-of-state registrations. Describe similar jurisdictions where proposed registered owner information acquisition solution has proven successful.
- 21.3 Detail the number of registered owner requests performed annually for each referenced project. Detail the registered owner success (hit) rate for each referenced project.
- 21.4 The Contractor will, at no additional cost to the County, prepare and print citations for all County approved citable offenses.
- 21.5 All citations must be in accordance with County-approved format.
- 21.6 Describe how the proposed Contractor system will automatically ensure no violations are mailed beyond statutory established spoilage dates.
- 21.7 Printed citations must include three color digitized violation images of a quality acceptable to the County.
- 21.8 Printed citations must also include court-approved language, the date and time of the violation, the location of the violation, the amount of the civil penalty imposed, a legend for reading the embedded violation data, and the date by which the civil monetary penalty shall be paid.
- 21.9 Information must also be included outlining payment options and instructions for viewing images or video clips on-line. The citation must include a portion or stub that may be returned with payment or to

request a court date and a return envelope. The Contractor must mail law enforcement approved citations with a pre-printed return envelope by first class mail.

- 21.10 Printing, toner, paper, envelopes, postage and all other costs associated with issuing citations (first, second, collection and driver notices, as well as all other correspondence) will be paid by the Contractor.
- 21.11 Internet transactions will have an email component for electronic notification. This will allow for giving immediate notification of payment and transaction details through email.
- 21.12 The Contractor will be responsible for sending follow-up notices to delinquent violators in the event of non-response after a County specified time.
- 21.13 The Contractor's proposed violation processing system must have the ability to automatically track all violation account information including payments, scheduled hearings, notices mailed and logic to ensure follow-up notices are not erroneously sent to violators.
- 21.14 Describe the proposed system's ability to comply with the requirement of ensuring that notices are not erroneously sent to violators.
- 21.15 Delinquent notices will inform the violator that the fine is past due and will include all information provided within the first notice including the three photographs. Color photographs are not required. **(See Proposal Submission u).**
- 21.16 All correspondence generated by the contractor's system must be approved in writing by the County prior to production. The Contractor shall update all correspondence within five (5) days upon written notification by the County at no cost.
- 21.17 Maryland law provides owners with the option of identifying the driver of the vehicle at the time of the violation through testimony in court or via notarized statement. Driver notices are then sent to the identified offender within fourteen (14) days of the courts approval. The Contractor must be able to meet this requirement and will perform all associated mailings at no additional cost to the County. Describe the Contractor's proposed response to this requirement.
- 21.18 The County requires additional standardized correspondence at no additional cost to the County be sent to violators in response to certain inquiries or actions. Examples of such correspondence include:
 - a) Flagging notice;
 - b) Confirmation of stolen vehicle;
 - c) Driver notice procedures;
 - d) Administrative voids;
 - e) Returned check notification (see Payment Processing for requirements)
 - f) Paid in full correspondence;
 - g) Notice of unpaid fines and Notice of unpaid fines sent to the credit bureau;
 - h) Other forms or instructions.
- 21.19 The County requires an efficient method for responding to customer inquiries and complaints. All inquiries, whether by mail, telephone, web, or e-mail, shall be documented and logged by the Contractor's personnel to the applicable citation.

- 21.20 The County requires that all correspondences received shall be imaged (scanned), within two business days of receipt and made a part of the permanent applicable citation record and viewable within the core system.
- 21.21 Describe the Contractor's proposed response to assist the County's meeting the notice and correspondence requirements.

22.0 Nixies (See Proposal Submission w)

- 22.1 The County requires that all undelivered or returned mail be processed by the Contractor's personnel, logged to the applicable citation, or re-sent to any forwarding address at no additional cost to the County. Barcodes will be automatically scanned into the Contractor's system and additional data added to the applicable citation. All work must be done within 48 hours of the receipt of the returned mail. Nixie information will be reported to the County on a monthly basis.
- 22.2 The County requires that the contractor complete monthly DMV lookups for all returned mail for new/updated address and resend the citation/correspondence to the new address at no additional cost to the County.
- 22.3 Describe the Contractor's response for handling and tracking violations and correspondence returned as undeliverable mail (nixies). **(See Proposal Submission u)**

23.0 Flagging of Maryland Registrations (See Proposal Submission v)

- 23.1 Describe the Contractor's solution for registration non-renewal (flagging) with the Maryland Motor Vehicle Administration (MVA) as well as other state DMV's which the County/State may have a reciprocity agreement.
- 23.2 Flag and un-flag requests are currently sent weekly to the MVA via electronic (FTP) format. The contractor will be required to send similar notices to other states DMV's which the County/State may have a reciprocity agreement. Additionally, the County requires that a flagging notice be sent to the violator when the MVA is notified of the flag. All requirements will be performed at not additional cost to the County.
- 23.3 The Contractor must provide and mail timely notification informing citizens whose tags are flagged at no additional cost to the County. All notices must be tracked and recorded in the proposed system.
- 23.4 The Contractor must provide a seamless and comprehensive transition of all existing data to a new system.
- 23.5 During a transition period, the Contractor will be responsible for the entire conversion as well as all equipment needed to complete the transition of the data. **(See Proposal Submission z).**
- 23.6 The County requires that all conversion efforts be done outside the normal business hours to minimize interruption of operations unless otherwise specified. **(See Proposal Submission z).**

24.0 Collection of Payment of Fines (See Proposal Submission w)

- 24.1 The Contractor must describe its strategy for collecting payments of fines imposed for red light and speed violations to maximize payment to the County in the event the initial two notices do not result in satisfactory payment.
- 24.2 The Contractor must detail its exact approach for collecting these payments, including sample notices.
- 24.3 The Contractor must list examples of other jurisdictions where similar strategies have been implemented and must detail the success rates and results for such efforts.
- 24.4 The County maintains accounting records of citation payments, refunded payments, returned checks, credit card charge backs, accounting adjustments and program bank deposits through its accounting mainframe system called ERP platform and any other platform/accounting system that may be adopted in the future. The Contractor's system must transmit all accounting data into the County's system daily. Describe how the Contractor plans to accomplish this interface.
- 24.5 The Contractor must fully complete all financial testing and interfacing (to meet the County's written approval) from its processing, to the ERP platform prior to implementation and any other platform/system that may be adopted by the County in the future at no additional cost to the County.
- 24.6 The County requires the use of Remote Deposit Capture technology for payments made by checks.
- 24.7 The Contractor must detail its relationship, ability and experience in reporting delinquent accounts to a credit bureau.

25.0 Payment and Mail Processing (See Proposal Submission w)

- 25.1 The Contractor will be responsible for processing all payments, including electronic bank deposits, received for the County's enforcement program at no additional cost to the County.
- 25.2 As detailed in the following subsections the Contractor must have the capability to handle all camera violation payments related to this contract made in person at the County's and contractors locations, electronically paid online, electronically paid by telephone through an Interactive Voice Response System (IVR) available 24/7, and mailed into a contractor-owned, County approved USPS lock box, including the daily depositing and reconciliation of all receipts.

26.0 Payment Processing – Lockbox (See Proposal Submission w)

- 26.1 Montgomery County must have a seamless payment processing operation that integrates the technology of a total remittance processor (TRP) and allows for fully automated processing. The Contractor must provide lockbox services, which takes full advantage of this feature at no additional cost to the County. Describe and provide samples of the Contractor's automated remittance processing capabilities. (See **Proposal Submission w**)
- 26.2 The Contractor's system must have full accounting capabilities incorporated within its core. This accounting system must take into account Generally Acceptable Accounting Principles (GAAP) and Modified Governmental Accrual Accounting Principles and must have the flexibility for County financial personnel to independently affix, adjust, and reconcile all payments received.
- 26.3 The services provided must be integrated with numerous levels of control, audit, and redundancy, which will ensure the accurate and timely receipt, processing and update of mailed payments.

- 26.4 With the high volume of mail that is received, control and accuracy are essential factors in the lockbox operation. The Contractor's system must allow a single-user interface to County personnel which integrate all current and historical data to a single system.
- 26.5 As part of the submitted proposal, the Contractor must provide, for the County's approval, the payment processing procedures and controls it proposes to utilize.
- 26.6 The Contractor must describe its procedures for processing payments in detail. Such procedures must include: **(See Proposal Submission w)**
- a) Method for receipt of payments and database applications;
 - b) Ability to apply payments by source (cash, check, money order, or credit card);
 - c) Ability to handle electronic reimbursement and ACH;
 - d) Verification of check amounts;
 - e) Batch reconciliation and file update;
 - f) Payment imaging;
 - g) Bonded courier service from lockbox pickup, from customer service center and Automated Traffic Enforcement center, and to financial institution;
 - h) Accepting partial payments;
 - i) Return of payment process (i.e., fraudulent payments, second party checks, etc.)
 - j) Processing exception payments.
- 26.7 The Contractor is required to accept all returned payments due to insufficient or inaccurate information for research and make the appropriate adjustment in the Contractors system.
- 26.8 The County further expects that the Contractor provide research necessary to identify the intended payment account numbers and affix the appropriate payment to reconcile each account. Payments that cannot be identified must be returned, by the Contractor, to the payee's address as part of the payment reconciliation process. Describe Contractor's experience in reconciling and researching payment accounts. **(See Proposal Submission n)**
- 26.9 The Contractor is required to deposit into the designated County bank account, once each 24 hours during normal banking days, an amount equal to the gross receipts of the current day's revenue received.
- 26.10 Payments deposited must be applied to the Contractor's database every day and available for online review within 24 hours of deposit/update.
- 26.11 The Contractor shall provide procedures for handling payments received that require additional investigation and research. These procedures must include, but are not be limited to:
- a) Overpayments;
 - b) Unapplied payments;
 - c) Returned checks;
 - d) Credit card charge backs.
- 26.12 The Contractor will also be responsible for an electronic daily interface of all payment information data into the County's financial management system. This requirement will be the responsibility of the contractor to accomplish with minimal manual input from the County. The Contractor's system must interface with the current County system and the ERP Platform and any other platforms/system that may be adopted by the County in the future at no additional costs to the County.

- 26.13 The County will provide the necessary guidelines and directions for accomplishing this interface. The data file for the interface with the current County system and the ERP Platform must be provided as a fixed length format text that has no hidden characters. The County can accept different mechanism of transfer methods including SFTP, FTP and PGP encryption. This electronic interfacing must be completed and fully functional within forty-five (45) days of an executed contract.
- 26.14 The daily interfaced data must include all transactions processed up through 11:59PM EST for each day.
- 26.15 The Contractor must describe payment reconciliation methodology, detailing the advantages of its solution. **(See Proposal Submission w)**

27.0 Payment Imaging (See Proposal Submission w)

- 27.1 The Contractor is required to provide payment imaging which will include:
- a) the imaging of each payment;
 - b) imaging of remittance stub/information;
 - c) associated payment correspondences;
 - d) envelope; and,
 - e) certified mail receipt
- 27.2 These images must be provided in an easily retrievable and searchable database or made available through the contractor's core database and made accessible to the County designated employees.

28.0 Electronic Payment Processing (See Proposal Submission w)

- 28.1 The Contractor must provide the option of making credit card payments via the secured Internet (pay-by-web, electronic check transfer) and by telephone, using an automated pay-by-phone system.
- 28.2 The Contractor's system must provide the payee with both an electronic email confirmation to be sent to the payee's provided email address, and the capability for an immediate printable confirmation.
- 28.3 The Contractor will be responsible for all credit card transaction fees incurred.
- 28.4 Describe the proposed pay-by-web solution. (i.e. methods) Please include any jurisdictions where you have provided similar pay-by-web systems and how payments are transferred to the client designated account. **(See Proposal Submission w)**

29.0 On-line Cashiering (See Proposal Submission w)

- 29.1 The Contractor is required to provide an on-line cashiering system at no additional cost to the County.
- 29.2 This on-line cashiering system will enable violators to make walk-in Automated Traffic Enforcement citation payments.
- 29.3 The Contractor must describe their proposed on-line cashiering capability, including point-of-sale workstations, which can support daily reconciliation of funds prior to deposit and their method of depositing the funds.

- 29.4 The Contractor must describe where their proposed on-line cashiering solution is currently operational. (See **Proposal Submission w**)

30.0 Correspondence Mail Processing (See Proposal Submission u)

- 30.1 The Contractor must provide adequate staffing to open, count, batch, log, review and process correspondence letters received each day. An adequate staffing level is such that it allows the Contractor to meet the contractual needs of the County.
- 30.2 Ninety percent (90%) of all the correspondence received must be processed within one (1) working day of receipt, with the remaining ten percent (10%) being processed within two (2) working days.
- 30.3 Describe the method that will be installed that logs and tracks all correspondences. A weekly electronic system report must be made available to the County to determine workload efficiency.
- 30.4 Staff must be cross-trained and experienced in all facets of correspondence submission requirements to ensure coverage during heavy volume periods. Appropriate supervisory staff must be assigned to all operational departments.
- 30.5 The Contractor is responsible for generating out-going correspondence and providing detailed descriptions for each letter type (include sample system-generated letters with your proposal). Describe system for generating return correspondence to inquiries and other correspondence letters sent to citizens (include types and samples with proposal).
- 30.6 The Contractor must provide a correspondence imaging system that ensures all correspondence received is electronically scanned and available for customer service staff and County adjudicators. Describe proposed correspondence imaging system and identify where this system is currently operational. (See **Proposal Submission y**)
- 30.7 Imaging system must be browser based, allowing for authorized County personnel access to correspondence at any workstation.
- 30.8 The Contractor must describe its methodology for handling, processing, and tracking incoming correspondence.
- 30.9 The Contractor must detail the advantages of its proposed correspondence management solution.
- 30.10 The mail processing facility must be equipped with thorough physical security features including but not limited to cameras, pass-key door lock system, sprinkler system, etc. The Contractor must provide a detailed description of how mail is handled, including but not limited to bulk mail equipment, sorters, zip+4 and other methodologies that reduce turnaround and reduce shipping and handling costs.
- 30.11 The core processing system must have the ability to identify, segregate, process and independently issue specialized citations at the County's direction (i.e. citations issued to County-owned vehicles).

31.0 Hearing Requirements (See Proposal Submission x)

- 31.1 The Contractor's system must be capable of scheduling hearings, and providing the County with a turnkey adjudication processing service support. The system must be able to track court dates, dispositions, and initiate follow-up notices as required.

31.2 The Contractor must prepare court packages for every scheduled hearing. Hearing evidence packages shall be submitted to the District Court, currently located at 8552 Second Avenue, Silver Spring, Maryland 20910 and the ATEU Operations Manager, one (1) week prior to the scheduled court date. Court packages will consist, at a minimum of:

- a) Large digital image of the first violation photograph;
- b) Large digital image of the second violation photograph;
- c) Digital image of the license plate tag;
- d) Field service technician log indicating the good working order of the camera system at the time of violation;
- e) A chain of custody log;
- f) A court disposition sheet;
- g) Any written correspondence received from the violator.

31.3 The Contractor must guarantee that its adjudication system will be in a compatible format allowing for online access of court documents received by the program.

32.0 Hearing Scheduling (See Proposal Submission x)

32.1 The County is allowed to schedule one hundred-fifty (150) cases per date, every-court assigned date. As many as one-hundred (100) cases are heard on the 9:00 AM docket and up to fifty (50) in the 1:00 PM docket at the District Court in Silver Spring, Maryland.

32.2 The system must allow the County to select court dates at least three (3) months in advance. The system must schedule hearings, issue notices, and prepare a judge's disposition sheet along with two (2) docket summaries.

32.3 Please describe the Contractor's proposed adjudication system. Identify, detail and describe the proposed adjudication system and where it is currently in place in other jurisdictions.

32.4 The Contractor must process, at its own expense, all requests for the 'transfer of liability' submitted from the District Court in accordance with Maryland State Law. The Contractor must submit them to the County for approval within 5 days of notification and re-issue citations to newly identified violators within 3 days of County approval at its own expense.

33.0 Hearing Testimony (See Proposal Submission x)

33.1 The Contractor must provide, at its own expense (when requested by the County), witness (es) as necessary to testify as to the accuracy, operations, and reliability of the camera systems and related equipment for all contested citations. Additionally, other materials may be developed to present relevant information about the program to the court or the citizens who appear for a hearing.

33.2 The Contractor must provide an outline of its process to notify all operators and technicians of adjudication dates as required for successful prosecution.

34.0 Customer Service Requirements (See Proposal Submission y)

34.1 The contractor shall establish a Customer Service Center to be located within Montgomery County. All customer services required in this RFP must be provided out of this Customer Service Center. Describe the automated tools available for customer services representatives to:

- a) Review account data and violation images;
 - b) Send automated correspondence;
 - c) Suspend account activity as appropriate.
- 34.2 The County requires that an Interactive Voice Response System (IVR) be implemented to handle callers 24 hours per day. The Contractor is further required to provide initial customer support for these lines.
- 34.2 The Contractor shall provide to the County on a weekly basis, an IVR system-generated report detailing all the call activity received by the program. This report must include, but not be limited to all call times, talk times, hang-ups and wait times for each call received.
- 34.3 Additionally, the scope of Customer Services shall be for the Contractor to provide:
- a) 24-hour up-to-date citation information and accept payments via-telephone.
 - b) A complete information package available on the Internet and by print. Describing the technologies and the decrease in accidents due to enforcement.
 - c) During the hours of operation (8:00 AM EST to 5:00 PM EST, Monday through Friday or modified to conform to the County's operational needs), there will be live customer service operators available. **The contractor will service all customer calls, within 2 minutes, during business hours.**
 - d) An electronic mailbox will be monitored and all inquiries must be responded to within two (2) business days of receipt.
 - e) Customer Service operators will be able to process payments, requests for court, and inquiries, by phone, mail and email.
 - f) Customers who walk into the County's satellite offices or Department of Finance must be capable of making payments, request court dates, view violation images, and obtain a registration release.
 - g) Email or other electronic correspondences will be logged and maintained within the same tracking system. All email correspondence will be responded to within two (2) business days of receipt.
 - h) All customer calls and correspondence will be logged and tracked within the proposed management system.
- 34.4 The Contractor's Customer Service must continue operation for this entire contract term and will ensure that all incoming calls are automatically forwarded to the County or the successor contractor following the expiration of the Contract.
- 34.5 Upon conclusion of the Contract the contractor will ensure that all incoming correspondence is forwarded to the County for processing.
- 34.6 The Customer Service Center Manager, or other designated employee of the contractor, will be required to work effectively with the Contract Administrator, and must promptly address issues identified by the Contract Administrator.
- 34.7 The Contractor and its designee will make every effort to work with Montgomery County in resolving citizen inquiries or complaints concerning the use of enforcement technology between the hours of 8:00 AM EST and 5:00 PM EST Monday through Friday excluding Legal County Holidays.
- 34.8 The Contractor will assist in establishing clear written protocols to be approved by the County for handling citizen contacts. The Contractor will provide sufficient personnel dedicated exclusively to

Montgomery County to support Customer Service which will be conducted within the Contractor facility located within Montgomery County. Sufficient personnel staffing level is such that it allows the contractor to meet the contractual needs of the County. Hold time for phone calls should be no longer than two (2) minutes.

- 34.9 A customer service number must be provided in the information text on the citation. All incoming calls to the toll-free 800 number should be answered or rolled into voice mail by the fourth ring. The Contractor will meet the reporting requirements referenced in Section 15.
- 34.10 The Contractor must have demonstrated experience in establishing, staffing, and operating a customer service operation with trained customer service representatives (CSR's) to handle the call volumes and citizen questions about the program or a particular traffic citation.
- 34.11 Describe Contractor's customer service experience in similarly sized jurisdictions (**See Proposal Submission y**).
- 34.12 To provide the highest quality customer service, the County requires the Contractor to have an Automatic Call Distribution (ACD) system integrated with its customer services. This ACD system will ensure that callers are attended to in a timely manner, calls can be logged and tracked and can produce daily/weekly/monthly statistical reports for program management and reporting.

35.0 Training Requirements (See Proposal Submission aa).

- 35.1 The Contractor will provide training in the operation of the camera systems for appropriate County staff. This training shall provide the County's personnel with a basic understanding of how the processing system operates and provide County personnel with any and all necessary certifications as approved by the County. This will be accomplished at no cost to the County.
- 35.2 The Contractor must provide in-depth training on the use of the Contractor's violation processing system to police employees and others who make use of the system.
- 35.3 The training must be conducted within the County at a site and time that is convenient for County personnel.
- 35.4 Additionally, the Contractor will provide training to County management staff on supervisory functions and report generation.
- 35.5 Class size will be limited so as to provide a quality training atmosphere. It is recommended that class size be limited to a maximum of 15 persons to each instructor.
- 35.6 The Contractor must provide an outline of the proposed training and the class size in the proposal submitted in response to this RFP (**See Proposal Submission aa**).
- 35.7 The Contractor will provide an operator manual or instruction booklet on the contractor's operating system for each workstation (**See Proposal Submission aa**).
- 35.8 The Contractor must submit training history for each of its employees and any trainers (**See Proposal Submission aa**).

36.0 Public Information and Education (See Proposal Submission bb)

- 36.1 The Contractor will be required to participate in an ongoing media campaign, satisfactory to the County, to provide awareness to residents and visitors of Montgomery County. In addition, the Contractor may be required to attend public meetings and assist Montgomery County Police Department and any other County staff in providing demonstrations.
- 36.2 The Contractor must also agree to conduct a minimum of three public surveys, at the County's request. The surveys can either be sent to each household within Montgomery County or, a statistically valid random sample of households, prepared by a reputable polling organization that the County has approved. If a survey is to be conducted, the content of each survey must be approved by the Montgomery County Police Department. A minimum of 400 persons should be interviewed for each survey.
- 36.3 The Contractor must provide the results and an analysis of the results to the contract administrator within 30 calendar days.
- 36.4 The Contractor will assist the County with development of program information for the County's website. The information will include diagrams, graphics, sample images, and relevant links.
- 36.5 The Contractor will be tasked with distributing public awareness information through the use of inserts mailed with the citations. It is anticipated that public safety announcements will be sent out on a regular basis. This public information may include further explanations on the Automated Traffic Enforcement programs, crime awareness information, or other public safety announcements.
- 36.6 The County will assist with the development of the information and will approve any proposed inserts. The printing and mailing of the notices will be the responsibility of the Contractor at no cost to the County.
- 36.7 The Contractor must provide examples of automated enforcement community awareness campaigns it has participated in. The Contractor should discuss other community awareness activities it wishes to propose as part of its base bid for this contract. **(See Proposal Submission bb)**

37.0 Service Level Requirements (See Proposal Submission cc)

The County is contracting with a contractor to provide a service. The County will operate the system and control the program, but the contractor will be responsible for maintaining the equipment, including replacement and repairs as needed. The contractor will credit back to the County if it fails to meet the agreed upon benchmarks or metrics.

- The offeror must demonstrate in its proposal and warrant that the cameras in operation inclusive of the offeror's back office processing services must deliver a Monthly Prosecutable Issuance Rate of at least 90%. This average will be measured each month across all active sites. The rate will begin to be measured 60 days after the program's "go live" date to accommodate necessary initial system tuning.

The definition of Prosecutable Issuance Rate shall be the sum of all violation events recorded divided into the number of violation events presented to the Police for final review and approval. The sum of all violation events shall include all of the exceptions listed below including controllable and uncontrollable events.

○ Contractor Controllable Exceptions such as (but not limited to) the following:

1. False camera trigger events
2. Improperly lit or dark images
3. Washed out plates/reflect sheeting
4. Plates with plate blocker
5. Unfocused/unreadable plate images
6. Vehicles out of position in the first or second image
7. Images with unmatched or missing violation event data
8. Too old to issue notice (legal time expiration)
9. Wrong plate entered
10. Wrong vehicle identified
11. Duplicate citation
12. Incorrect information in data bar
13. Improper red time delay (for red light only)
14. Green light in second image (for red light only)
15. Red light not visible in frame (for red light only)
16. Photo speed not visible in frame (for speed only)

○ Uncontrollable Rejections (outside of the Contractor's control)

17. Missing plate
18. Obstructed plate
19. Paper/Dealer plate
20. Funeral procession or other police wave through
21. No DMV Record found
22. Stolen vehicle/tags

If the Contractor fails to meet its nominated Prosecutable Issuance rate for any month, Contractor may be considered to be in breach of contract.

State Law requires that citations be mailed within 14 days (for in-state tags) and 30 days (for out-of-state) of the violation. **Describe the Offeror's Service Level proposal for citations that are too old to issue.**

Describe any other proposed Service Level standards offered.

- 37.1 The accuracy of the data entry by Contractor personnel must result in less than 2% error as determined by County personnel.
- 37.2 Contractor must provide the County monthly reports detailing how this operational criterion is reached.
- 37.3 Contractor must complete all work necessary to review, process and mail citations described within ten (10) calendar days of the receipt of each image from camera system.
- 37.4 Contractor must open and process all received correspondence within one (1) business day of receipt. The Contractor will further provide regular monthly system reports validating this requirement.
- 37.5 Contractor must guarantee that all payments are fully processed on the same day of receipt. All payment must be imaged, indexed and accessible within Contractor's system within one (1) business day of receipt.

- 37.6 Contractor must maintain less than 3% lost or 'dropped' call-rate per month. A monthly report shall be provided to the County detailing all program call activity received through the system's IVR.
- 37.7 The Contractor must provide an on-site dedicated analyst with direct access to the contractor's core program database in order to develop ad hoc reports, meet statistical reporting requirements, address County required programming changes and complete day to day assignments as determined by the County. This analyst will report to the County Contract Administrator for assignment and work priorities.
- 38.0 PRICING (See Proposal Submission dd).**
- 38.1 Contractors are encouraged to provide pricing options in their proposals that may create efficiencies, cost savings or service improvements for Montgomery County. Contractors may also provide in their proposal descriptions, along with pricing, any enhanced features or services available that are not minimum requirements under this RFP for the County's consideration.
- 38.2 The Contractor will be responsible for all site preparation and construction costs needed for the contractor to install equipment. The costs and site preparation will include installation of State/County approved pole bases, hand-boxes, conduit and all the below ground wiring necessary for installation. The price proposal must be based on the support of not less than 114 fixed camera systems (red light, speed and license plate readers), 6 mobile enforcement vehicles and 10 portable camera systems during the term of the contract described above.
- 38.3 The County seeks to maintain a fleet of cameras that continues to be the most current and efficient. The Contractor will include in its submission a plan and timeline for ensuring that the County continues to deploy the most current systems and technological updates in the industry as the industry changes, grows and improves.
- 38.4 Pricing Proposals must reflect and consider all requirements and specifications in this document. Proposal pricing options will be considered based on a flat fee per camera and tiered by the total number of cameras. If based upon a variable pricing model, pricing will be based upon a percentage of any fully-paid citation.
- 38.5 The contractor will be responsible for back-office costs needed for the contractor to install its processing system. All costs associated with the system build-out, customer services, facilities, adjudication support, supplies, equipment and maintenance will be assumed by the Contractor. The Contractor will additionally pay for any costs or associated fees necessary to attain registered owner information.
- 38.6 Pricing Proposals must reflect all requirements and specifications in this document. Proposal pricing options will be considered based on either a flat fee or variable/tiered pricing basis.

SECTION D - PERFORMANCE PERIOD

1. TERM

The effective date of this Contract begins upon signature by the Director, Department of General Services. The anticipated period in which the Contractor (s) must perform all work under the Contract begins on **02/12/2011**. The Contractor must perform all work under the Contract begins upon the County's issuance

of a notice to proceed and ends after a four (2) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term 3 times for 1 year each for the purpose of acquiring maintenance for additional periods.

2. PRICE ADJUSTMENTS

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

1. PROCEDURES.

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a.
- b. Interviews may be conducted with the three highest scoring Offerors based on the QSC's score for each written proposal. The interview criteria that will then be utilized are listed below under Section E.2.b.
- c. The QSC will also review an Offeror for responsibility. For any Offeror who employs a former County employee, compliance with Montg. Co. Code § 19A-13 must be shown, preferably through an opinion or waiver issued by the Ethics Commission. The failure to provide this information will be reviewed as part of the responsibility determination by the Department of General Services, Office of Procurement.
- d. The QSC members may at its option perform site visits to each of the three highest Offeror to evaluate their capabilities, within two weeks of selection.
- e. The QSC will make its award recommendation of the highest ranked Offeror based on the QSC's combined written and interview scores, and its responsibility determination, during the site visit;
- f. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- g. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- h. Upon approval of a recommended award to a proposed awardee, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director

approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.

- i. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- j. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

2. EVALUATION CRITERIA

POINTS

a. Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals based on the following criteria.

- | | |
|---|----|
| 1. General experience in the design, implementation, support and maintenance of an automated photo enforcement and data collection program. | 10 |
| 2. Previous experience designing, implementing, supporting and maintaining an automated photo enforcement and data collection program, to include large-scale back office support, citation processing and large scale mailing. | 30 |
| 3. Project management and implementation plan. | 25 |
| 4. Service, support, maintenance structure and capabilities, and reporting capabilities. Development, delivery, and IT testing schedule. Financial, accounting and reconciliation experience. | 30 |
| 5. Compliance with equipment specifications and warranty requirements. | 10 |
| 6. Development, delivery, installation, conversion, submitted conversion plan, testing schedule, including experience and timelines for system integration to existing IT infrastructure. | 25 |
| 7. Value added services and additional options, such as enhancements or features not described in this RFP. | 5 |
| 8. Total cost of implementation, including cost per citation. Both "All Flat Rate" and "All Tier Rate" will be evaluated. County will determine which rate is in the best interest of the County. | 20 |

Highest possible QSC score for written proposal evaluation:

155

b. Interview Evaluation Criteria

The QSC will evaluate the interviews based on the following criteria.

1. General experience in the design, implementation, support and maintenance of an automated photo enforcement and data collection program.	15
2. Previous experience designing, implementing, supporting and maintaining an automated photo enforcement and data collection program, to include large-scale back office support, citation processing and large scale mailing.	35
3. Service, support, maintenance structure and capabilities, and reporting capabilities. Development, delivery, and IT testing schedule. Financial, accounting and reconciliation experience.	35
4. Compliance with equipment specifications and warranty requirements.	20
5. Development, delivery, installation, conversion, testing schedule, including experience and timelines for system integration to existing IT infrastructure.	25
6. Value added services and additional options, such as enhancements or features not described in this RFP.	5
7. Total cost of implementation, including cost per citation.	20

Highest possible QSC score for interview evaluation:

155

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one (1) original and seven (7) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):`

- a. A cover letter with a brief description of the firm, including the Offeror's name, address, telephone number and fax number. Also include the organization's history, including purpose, areas of expertise and description of work performed.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the Offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offer's work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the Offeror submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.

- e. Metropolitan Washington Council of Governments Rider Clause – Attachment B
- f. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.** Minority Business Program and Offeror's Representation - Attachment C
- g. A description of your firm's proposed system and ability to provide the technical requirements, system configurations, flash components, telecommunications/data transfer and image quality specifications for the services as described in this solicitation. Provide sample images of citations depicting violator and tag images. Digital camera systems must be capable of covering four or more lanes of traffic; including left turn and right turn lane violations. Describe your capability to rotate cameras to previously constructed sites where a camera has been removed. Describe and provide examples from existing programs that demonstrates this capability. (see Section C.2.i, Section 1 through 62 and Sections 4.0 through 12.0)
- h. Provide a roster of key personnel, both management and support services, to include the name, title and position description – include narrative of duties with each position description. Describe qualifications of all personnel to be assigned to perform services as described in this RFP, and attach assigned resume of each person that will be assigned to perform services (limit to 2 pages each) including educational qualifications and previous work assignments. For any offeror who employs a former County employee, compliance with Montg. Co. Code § 19A-13 must be shown, preferably through an opinion or waiver issued by the Ethics Commission. The failure to provide this information will be reviewed as part of the responsibility determination by the Department of General Services, Office of Procurement.
- i. Provide example of violation image with accompanying sub-image as described under Violation Data Information Requirements of this RFP. (see 5.11 through 5.17)
- j. Provide a Cost Sheet – to include all costs and fees associated with the proposal clearly identified.
- k. Describe Offeror's maintenance plan in detail, including all available resources and systems for performing scheduled maintenance and tracking issues. The Contractor must provide a tracking system for monitoring and reviewing status of technical issues identified by County personnel. Describe Offeror's proposed issue tracking system. Also describe the system's internal self-check capabilities and its ability to shut down or recover due to errors. Describe the Offeror's plan and abilities to replace or repair damaged equipment. How often will camera systems be visited or exchanged for preventive maintenance? (refer to 3.7)
- l. Provide current Financial Statements for each scope a proposal is being submitted.
- m. Description of company's primary business focus (refer to Section C.3.ii)
- n. Description of company's experience in providing large scale automated traffic enforcement systems or back-office services of similar size to Montgomery County (refer to C.3.iii through C.3.iv; C.3.v through C.3.vi; 14.1 and 26.8)
- o. Provide sample system statistical and operational program reports detailing relevant operational information from programs operated by the Contractor, specifically noting/describing implementation timelines of programs of similar size to the County. (refer to sections 3.6.5; 15.4 and 15.13)
- p. Management approach (refer to C.4.ii)
- q. Name of Project Manager as well as his/her skills and qualifications. Provide subcontractor names, contacts and qualifications. (refer to C.1.i and C.4.iii through C.4.iv)
- r. Conversion timeline, milestone project schedule and extent of County's staff involvement (refer to C.4.v. through C.4.vi.; C.5.iii.; 1.0; and 3.6.3 through 3.6.4) . Contractor must submit two separate project plans; one for the initial conversion at the beginning of the contract and the second for the conversion at the end of the contract term. (refer to 1.3)
- s. Proof of the Offeror's ability to obtain permits and approvals (refer to section 3.4.3)
- t. Description of violation processing system and software (refer to sections 15.8; 16.1 through 16.2; 17.9, 18.0 and 20.0)
- u. Description of procedures as to Notices and Correspondence (refer to sections 21.0; 22.0, and 30.0)
- v. Description of procedures as to Flagging of Maryland Registrations (refer to section 23.0)

- w. Offeror must describe its procedures for processing payments, electronic, lockbox, handling and tracking nixies and collections (refer to sections 21; 22.0; 24.0; 25.0; 26.0; 27.0 28.0 and 29.0)
- x. Describe Contractor's adjudication system and cities where system is currently being used (refer to sections 16.6; 31.0; 32.0 and 33.0)
- y. Describe Offeror's customer service experience in similarly sized jurisdictions (refer to sections 30.6 and 34.0)
- z. Provide a transition plan for the conversion of camera system in the event of contract renewal or non-renewal, detailing a six (6) month camera conversion to new contract or contractor. (refer to sections 23.5 and 23.6)
- aa. Contractor must provide training manual for County staff and an overview of training of Offeror's employees and any trainers the Contractor will require (refer to section 13.0 and 35.0)
- bb. Samples of automated traffic enforcement community awareness campaigns it has participated (refer to section 36.0)
- cc. Description of Offeror's Service Level Proposal for the proposal being submitted (refer to section 37.0)
- dd. Offeror must submit detailed pricing proposal for each service for which a proposal is being submitted as outlined in sections 38.0 and 2.9). Pricing will include camera systems in excess of those new systems and relocations detailed within this RFP.
- ee. Indicate the length of time required for each report to be accurately created and updated. (refer to section 15.) Contractor must describe the method or steps needed by the County to access the system reports (section 15.4). Additional system reports must be provided within 5 (five) calendar days of written notification request from the County and made available at no additional cost to the County. (refer to section 15.3)
- ff. Contractor must warrant and fully maintain all equipment provided to the County throughout the duration of the contract. (refer to section C.5.ii)
- gg. The Contractor must provide examples of programs that demonstrate their cameras capability of detecting and recording evidence of straight through violations, left-turn violations and right turn violations, including violations by slow moving right-turn vehicles, at approaches with up to 8 lanes in one direction. (refer to section C.2.i, 17)
- hh. Contractor must provide evidence of ability to meet at least 90% prosecutable issuance rate, have cameras in service and fully operational at least 95% of the calendar month and ensure "false trigger"/"radar effect" not exceeding 10% for the month. The contractor must provide examples of similarly sized jurisdictions where these standards are met. (refer to section 18.4.4)

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see mandatory insurance requirements) - Attachment F
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.

SECTION G - COMPENSATION

The contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County. A proposal must address all four pricing listed here.

Pricing 1

Propose a formula by which the Contractor will be compensated per calendar month for citations FULLY PAID within that month for performing work regarding the red light and speed camera programs. A fully paid citation is a citation for which the original fine has been paid in full and does not include pro-rated partial payments, and County imposed penalties and administrative fees. Separate formulas may apply to each program and must identify the work included within the proposed pricing.

Pricing 2 (Contractor operates the System)

The Offeror must propose an alternative pricing schedule that does not rely on a formula based on per paid citations. This proposal must address the red light and speed camera programs, along with the back office work for those programs.

Pricing 3

The Offeror must propose a monthly flat fee pricing (Includes use, service, maintenance and replacement) for the License Plate Readers to cover all services to be provided.

Pricing 4

The Offeror must propose a pricing module for an optional “speed on green” initiative

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The contract administrator for any contract resulting from this solicitation will be a manager assigned to the Montgomery County Police Department, Traffic Division.

The contract administrator’s duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor’s performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage

Requirements;

5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - SPECIAL TERMS AND CONDITIONS

"Not Applicable"

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

1. A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:
 - (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
 - (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.
2. Montgomery County Code Sections 19A-13 (a), (b), and (c) state:
 - (1) **Sec. 19A-13. Employment of former public employees.**
 - (a) A former public employee must not work on or otherwise assist any party, other than a County agency, in a case, contract, or other specific matter for 10 years after the last date the employee significantly participated in the matter as a public employee.
 - (b) For one year after the effective date of termination from County employment, a former public employee must not enter into any employment understanding or arrangement (express, implied, or tacit) with any person or business if the public employee significantly participated during the previous 3 years:
 - (1) in regulating the person or business; or
 - (2) in any procurement or other contractual activity concerning a contract with the person or business (except a non-discretionary contract with a regulated public utility).
 - (c) Significant participation means making a decision, approval, disapproval, recommendation, rendering of advice, investigation, or similar action taken as an officer or employee. Significant participation ordinarily does not include program or legislative

oversight, or budget preparation, review or adoption. (1990 L.M.C., ch. 21, §1; 2003 L.M.C., ch. 5, § 1.)

3. For any offeror who employs a former County employee, compliance with Montg. Co. Code § 19A-13 must be shown, preferably through an opinion or waiver issued by the Ethics Commission. The failure to provide this information will be reviewed as part of the responsibility determination by the Department of General Services, Office of Procurement.

ATTACHMENT A**REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF
FIRM:

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM:

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM:

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning
_____	_____	Alexandria Sanitation Authority	_____	_____	Commission
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County Public Schools	_____	_____	Metropolitan Washington Council of
_____	_____	Bladensburg, Maryland	_____	_____	Governments
_____	_____	Bowie, Maryland	_____	_____	Montgomery College
_____	_____	Charles County Public Schools	_____	_____	Montgomery County, Maryland
_____	_____	College Park, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Culpeper County, Virginia	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia	_____	_____	OmniRide
_____	_____	District of Columbia Courts	_____	_____	Potomac & Rappahannock Transportation
_____	_____	District of Columbia Public Schools	_____	_____	Commission
_____	_____	District of Columbia Water & Sewer	_____	_____	Prince George's County, Maryland
_____	_____	Authority	_____	_____	Prince George's County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County, Virginia
_____	_____	Fairfax County, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fairfax County Water Authority	_____	_____	Prince William County Service
_____	_____	Falls Church, Virginia	_____	_____	Authority
_____	_____	Fauquier County Schools & Government,	_____	_____	Rockville, Maryland
_____	_____	Virginia	_____	_____	Spotsylvania County Schools
_____	_____	Frederick, Maryland	_____	_____	Stafford County, Virginia
_____	_____	Frederick County, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Gaithersburg, Maryland	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Greenbelt, Maryland	_____	_____	Vienna, Virginia
_____	_____	Herndon, Virginia	_____	_____	Virginia Railway Express
_____	_____	Leesburg, Virginia	_____	_____	Washington Metropolitan Area Transit
_____	_____	Loudoun County, Virginia	_____	_____	Authority
_____	_____	Loudoun County Public Schools	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County Sanitation Authority	_____	_____	Winchester, Virginia
_____	_____	Manassas, Virginia	_____	_____	Winchester Public Schools
_____	_____	City of Manassas Public Schools	_____	_____	

Vendor Name

RFP # 1001027
ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



**Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance**

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - ()
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document “Minority, Female, Disabled Person Subcontractor Performance Plan”.

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract. or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Department of General Services

Date: _____

Director
Department of General Services

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS –

Red Light and Photo Speed Enforcement Program Collection and Violation Processing System

Mobile and Fixed Sites – Provide and Install All Cameras and Equipment and the Automated Violation Processing Services

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***three million dollars (\$3,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County, Maryland
Department of Police / Joyce Spear
2350 Research Blvd.
Rockville, Maryland 20850

ATTACHMENT G

Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).

- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).
- ☐ C. Nonprofit Wage & Health Information
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A (b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ _____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the

decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.